

**AMENDED**  
City Hall  
80 Broad Street  
May 23, 2017  
5:00 p.m.

**CITY COUNCIL**

**A. Roll Call**

**B. Invocation – Councilmember Lewis**

**C. Pledge of Allegiance**

**D. Presentations and Recognitions**

1. Proclamation recognizing Alzheimer's and Brain Awareness Month
2. Recognition of the 2017 City of Charleston Dragon Boat Team

**E. Public Hearings**

1. An ordinance authorizing the Mayor to execute a Quit-Claim Deed for a portion of the right-of-way on Fairchild Street that was previously abandoned by City Council at its February 14, 2017 meeting. The property abandoned is more fully shown on Exhibit A, attached hereto, and incorporated by reference herein. **(SECOND READING)**

**F. Act on Public Hearing Matters**

**G. Approval of City Council Minutes:**

1. May 9, 2017

**H. Citizens Participation Period**

**I. Petitions and Communications:**

- a. Boards and Commissions Appointments and Reappointments: *(To be sent under separate cover)*

- Board of Architectural Review - Large

**J. Council Committee Reports:**

**1. Committee on Recreation: (Meeting was held on Tuesday, May 16<sup>th</sup> at 3:00 p.m.)**

- a. Parks Improvement and Expansion (INFORMATION ONLY)

-- Status of Improvements to:

- a) Bender Street Park

- b) WPAL Park
    - Update on Lenevar Playground Replacement
    - Update on plaques for the Mother Emanuel commemoration
    - Report on condition of Park buildings in general and schedule for repairs
    - Restrooms for Ferguson Village
- b. Cultural Services – Cultural Plan (INFORMATION ONLY)
  - Update on Spoleto and MOJA Festivals
- c. Recreation Department and facilities
  - Natatorium update (Information Only)
  - Employee discounts at Municipal Golf Course (Information Only)
  - Draft program for creating a Hall of Fame for Parks and Recreation contributions (Information Only)
  - Naming of the multipurpose room after Marchitta Frayer ("Ms. Tee")
- d. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 2, Article IV, to separate the Arts and History Commission into two separate commissions, and to provide for the membership, the terms of office and the powers for each commission.

*Give first reading to the following bill coming from the Committee on Recreation:*

An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 2, Article IV, to separate the Arts and History Commission into two separate commissions, and to provide for the membership, the terms of office and the powers for each commission.

**2. Committee on Community Development: (Meeting was held on Tuesday, May 16<sup>th</sup> at 4:00 p.m.)**

- a. Approval of a Memorandum of Understanding from Sky Garden Developers

**3. Committee on Traffic and Transportation: (Meeting was held on Tuesday, May 23<sup>rd</sup> at 3:30 p.m.)**

- a. Application for Original Certificate of Public Convenience and Necessity:
  - Moe Express Transportation LLC (Taxi)
- b. Approval of 2017-2018 Vendor Spaces
- c. Approval of 2017-2018 Bid Specifications for Street Vendor Spaces
- d. Approval of 2017-2018 Franchise Agreement for Vendor Spaces
- e. Bike and Pedestrian Committee Discussion (INFORMATION ONLY)

**4. Committee on Public Works and Utilities: (Meeting was held on Tuesday, May 23<sup>rd</sup> at 4:00 p.m.)**

**a. Acceptance and Dedication of Rights-of-Way and Easements:**

- **Carolina Bay Phase 21B** - Acceptance and dedication of Doubletree Court (50-foot right-of-way [1,311 LF]), Willet Way (50-foot right-of-way [231 LF]), a portion of Conservancy Lane (50-foot right-of-way [1,018 LF]), and a portion of Bethel Way (50-foot right-of-way [285 LF]). There are 64 lots. All infrastructure except sidewalks (bonded) are complete.

- a. Title to Real Estate
- b. Affidavit for Taxable or Exempt Transfers
- c. Plat
- d. Exclusive Storm Water Drainage Easements

**b. Approval of a Memorandum of Agreement by and between the City of Charleston and MUSC regarding Doughty Street and the Medical District Project. (*To be sent under separate cover*)**

**c. Close and Abandon a Portion of Fairchild Street**

-- Close and abandon a portion of Fairchild Street, Daniel Island, County of Berkeley designated as "RCP 1, 4,899 sq. ft., 0.112 acres conveyed to Parcel 1" on the plat entitled "A Final Subdivision and Property Line Adjustment Plat of TMS 275-00-00-260 – Daniel Island, Fairchild Street, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina".

-- Close and abandon a portion of Fairchild Street, Daniel Island, County of Berkeley designated as "RCP 3, 111 sq. ft., 0.003 acres conveyed to Parcel 2" on the plat entitled "A Final Subdivision and Property Line Adjustment Plat of TMS 275-00-00-260 – Daniel Island, Fairchild Street, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina".

**5. Committee on Ways and Means:**

(Bids and Purchases

(Budget Finance and Revenue Collections: Approval to transfer funds in the amount of \$199,061 from the Emergency Fund line-item to cover expenditures for Hurricane Matthew

(Budget Finance and Revenue Collections: Request approval of the Year 2016 Amendment to General Fund & Enterprise Funds Expenditure Budget [Ordinance]

(Budget Finance and Revenue Collections: Request approval of the Year 2016 Amendment to General Fund & Enterprise Funds Revenue Budget [Ordinance]

(Office of Cultural Affairs: Approval to apply for a Coastal Community Foundation Open Grant in the amount of \$10,000 for the Free Verse Festival, Charleston's first poetry festival. Funds will be used for artistic fees and production costs. No City match is required.

- (Office of Cultural Affairs: Approval to accept a grant award from the Gaylord and Dorothy Donnelley Foundation in the amount of \$5,000 to support the 2017 Piccolo Spoleto Festival. Funds will be used to support performances during the Festival. No City match is required.
- (Recreation: Approve the Contract between the City of Charleston and the Charleston County School District to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.
- (Recreation: Approve the Contract between the City of Charleston and the Lowcountry Food Bank to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.
- (Approval of a Memorandum of Understanding from Sky Garden Developers
- (Approval of 2017-2018 Vendor Spaces
- (Approval of 2017-2018 Bid Specifications for Street Vendor Spaces
- (Approval of 2017-2018 Franchise Agreement for Vendor Spaces
- (Approval of a facility rental with Bethel United Methodist Church for Piccolo Spoleto Festival of Churches and Synagogues on June 2, 3, 4, and 10, 2017 (57 Pitt Street)
- (Authorize the Mayor to purchase the above referenced property from Walter Jaudon for the sum of \$50,000. The property is strategically located at the entrance of the Maryville-Ashleyville neighborhoods and provides the City an opportunity to bring much needed affordable homeownership to West Ashley. An adjacent parcel [TMS: 418-11-00-205] was purchased in 2015. This acquisition will allow for the complete development of the gateway to the neighborhood. The funds for this acquisition will be derived from HOME Investment Partnerships program income. [TMS: 418-11-00-206; 0 Hillsboro Street]
- (Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City intends to purchase 2.52 acres at the intersection of Highway 7 and Highway 171 from Faison-Sumar Street, LLC for \$3,029,500 (TMS: 352-08-00-006; Intersection of Highway 7 and 171). The property is owned by Faison-Sumar Street, LLC.
- (Request approval for the Mayor to execute the Memorandum of Understanding whereby East Line Partners LLC 1) intends to purchase a 0.57 acre parcel (bound by Meeting Street on the east, Sheppard Street on the south and I-26 ramps on the north and west) from SC DOT, and 2) transfer approximately 0.28 acres of the parcel to the City of Charleston as a linear park connection following completion of their development. (TMS: 459-05-03-138; Sheppard Street). The property is owned by East Line Partners, LLC.
- (Request approval for the Mayor to execute the Third Amendment to the Lease for 3 Lockwood whereby the rent due from Charleston Marine Holdings (Tenant) for the first extension period is set in accordance with the Lease and 2<sup>nd</sup> Amendment, and the City grants one additional five year extension. (TMS: 460-14-00-016; 3 Lockwood). The property is owned by the City of Charleston.
- (Request approval for Mayor to consent to terminate the Cannon Street YMCA's grant of 15 foot ingress-egress easement on YMCA's Cannon Street property to

Smith Morris, LLC (now Gathering at Morris Square) (TMS: 460-12-01-008; 61 Cannon Street). The property is owned by Cannon Street YMCA.

(Consider the following annexations:

- (i) Properties on Maybank Highway and Zelasko Drive (TMS# 313-00-00-071; and 313-00-00-072, 073, 231, 252, 332) 20.858 acres, Johns Island (District 5). The property is owned by the Estate of Thomas S. Morris.
- (ii) 3037 Maybank Highway (TMS# 313-00-00-075) 5.578 acres, Johns Island (District 5). The property is owned by Julian and Constance Kornahrens.
- (iii) A portion of 2115 River Road (TMS# 345-00-00-067) 6.13 acres, Johns Island (District 5). The property is owned by Susan P. Polk and Laurie Edward Polk.
- (iv) Property known as Bees Ferry Road and Hughes Road (TMS# 287-00-00-054 and 287-00-00-347) 12.439 acres, West Ashley (District 5). The property is owned by heirs of Phillis Washington.

**(An ordinance authorizing the Mayor to execute on behalf of the City the necessary documents to effectuate the land transfers contemplated by the Fourth Amendment to the Daniel Island Development Agreement, to include but not be limited to: a trail easement to Daniel Island Town Association, Inc.; a deed to Daniel Island Town Association, Inc. pertaining to City owned property bearing TMS No. 275-00-00-148 (Lot 1, Parcel R, Block O), along with an assignment of U.S. Army Corps of Engineers permit no. 2000-IP-319; a deed to Daniel Island Town Association, Inc. pertaining to property to be received by the City that will comprise a waterfront park; and a ground lease to Daniel Island Town Association, Inc. pertaining to City owned property comprised of 32.340 acres (Parcel AA, Phase 5) and 19.812 acres (Parcel AA, Phase 2) and a mortgage satisfaction.**

**(Approval to grant a License to Daniel Island Town Association, Inc. to access City-owned property on Daniel Island comprised of 32.340 acres (Parcel AA, Phase 5) and 19.812 acres (Parcel AA, Phase 2) prior to the execution of a Ground Lease to enable the property to be grassed and otherwise timely prepared for recreational use, provided the form of the License is approved by Corporation Counsel.**

*Give first reading to the following bills coming from Ways and Means:*

An ordinance to make additional appropriations to meet the liabilities of the City of Charleston for the fiscal year ending December 31, 2016.

An ordinance to recognize the usage of additional funds to meet additional appropriations authorized by ordinance 2017-\_\_\_\_\_ for the fiscal year ending December 31, 2016

An ordinance to provide for the annexation of property known as properties on Maybank Highway and Zelasko Drive (20.858 acre) (TMS# 313-00-00-071; and 313-00-00-072, 073, 231, 252, 332), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by estate of Thomas S. Morris.

An ordinance to provide for the annexation of property known as 3037 Maybank Highway

(5.578 acre) (TMS# 313-00-00-075), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Julian & Constance Kornahrens.

An ordinance to provide for the annexation of property known as a portion of 2115 River Road (6.13 acre) (a portion of TMS# 345-00-00-067), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Susan P. Polk & Laurie Edward Polk.

An ordinance to provide for the annexation of property known as Bees Ferry Road and Hughes Road (12.439 acre) (TMS# 287-00-00-054; and 287-00-00-347), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by heirs of Phillis Washington.

**An ordinance authorizing the Mayor to execute on behalf of the City the necessary documents to effectuate the land transfers contemplated by the Fourth Amendment to the Daniel Island Development Agreement, to include but not be limited to: a trail easement to Daniel Island Town Association, Inc.; a deed to Daniel Island Town Association, Inc. pertaining to City owned property bearing TMS No. 275-00-00-148 (Lot 1, Parcel R, Block O), along with an assignment of U.S. Army Corps of Engineers permit no. 200O-IP-319; a deed to Daniel Island Town Association, Inc. pertaining to property to be received by the City that will comprise a waterfront park; and a ground lease to Daniel Island Town Association, Inc. pertaining to City owned property comprised of 32.340 acres (Parcel AA, Phase 5) and 19.812 acres (Parcel AA, Phase 2) and a mortgage satisfaction.**

**K. Bills up for Second Reading:**

- 1. An ordinance authorizing the Mayor to execute on behalf of the City a Quit-Claim Deed to Melza R. Van Roijen pertaining to property located at 88 Morris Street, TMS No. 450-15-02-031.*
- 2. An ordinance to provide for the annexation of property known as 2240 Pinehurst Avenue (0.30 acre) (TMS# 358-15-00-023), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Chris Mason.*
- 3. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by adding to Article 9 thereof a new part 7 providing for a temporary moratorium on the acceptance or processing of development applications pertaining to properties located in non-residentially zoned districts on James Island that exceed 4 units or 1500 square feet. (DEFERRED FOR PUBLIC HEARING)*
- 4. An ordinance to amend Section 54-420 of Chapter 54 of the Code of the City of*

*Charleston (Zoning Ordinance) to add provisions allowing the repair, replacement or relocation of non-conforming off premises signs along interstate system roads under certain conditions.(DEFERRED)*

5. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2935 Maybank Highway and adjacent vacant lot (Johns Island) (4.60 acres) (TMS #313-00-00-091 and 313-00-00-089) (Council District 5), annexed into the City of Charleston March 14, 2017 (#2017-025), be zoned Residential Office (RO) classification. The property is owned by James Coyne and Laura Vandermoere. **(AS AMENDED)** (DEFERRED FOR PUBLIC HEARING)*
6. *An ordinance to provide for the annexation of property known as property located on Ashley Hall Plantation Road (44.59 acres) (TMS# 353-00-00-003 and 353-00-00-004), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by the Estate of Rosina Kennerty Siegnious. (DEFERRED)*
7. *An ordinance to amend the Zoning ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Ashley Hall Plantation Road (West Ashley) (approximately 44.59 acres) (TMS #353-00-00-003 and 353-00-00-004) (Council District 2), be zoned Single-Family Residential (SR-1) classification. The property is owned by the Estate of Rosina Kennerty Siegnious. **(AS AMENDED)** **(The Landmark Overlay designation was withdrawn because a conservation easement is being placed on the property.)** (DEFERRED FOR PUBLIC HEARING)*
8. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by revising Section 54-220 (b) (1) (e) (15) pertaining to limits on the number of rooms in facilities; and by changing the map pertaining to the Accommodations Overlay Zone district in the Peninsula portion of the City in accordance with the maps attached to this ordinance. (DEFERRED FOR PUBLIC HEARING)*
9. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by adding to Article 9, Administration and Enforcement, a new part 6, Temporary Moratorium. (DEFERRED FOR PUBLIC HEARING)*
10. *An ordinance to amend provisions of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) pertaining to Article 2, Part 15 – Mixed Use 1 - Workforce Housing District and Mixed Use 2 - Workforce Housing District. (DEFERRED FOR PUBLIC HEARING)*
11. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by repealing part thereof (Old and Historic District and Old City District Regulations) and substituting in its place and stead a new Part 6 establishing regulations for the Old and Historic District and the Old City District. (DEFERRED FOR*

*PUBLIC HEARING)*

12. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) pertaining to Sec. 54-306, Old City Height Districts. (DEFERRED FOR PUBLIC HEARING)*
13. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-208.1 Bed and Breakfasts not located within the Old and Historic District, to clarify where Bed and Breakfasts are permitted in areas outside the Old and Historic District. (DEFERRED FOR PUBLIC HEARING)*
14. *An ordinance to amend the Old and Historic District and Old City District Regulations of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to amend the definition of structure, to provide definitions for height, scale, mass and immediate surroundings, immediate surrounding area and neighborhood, to clarify the authority of the Board of Architectural Review as it pertains to its review of height, scale and mass of new construction to achieve compatibility and proper form and proportion between new structures and those in its immediate surroundings, and to codify certain policy statements for the use in evaluation applications. (DEFERRED FOR PUBLIC HEARING)*

**L. Bills up for First Reading**

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Bees Ferry Road and Hughes Road (West Ashley) (approximately 12.439 acres) (TMS #287-00-00-054 and 287-00-00-347) (Council District 5), be zoned Single-Family Residential (SR-1) classification. The property is owned by the heirs of Phillis Washington.
2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 445 Meeting Street (Peninsula) (approximately 2.2 acres) (TMS #459-09-01-045) (Council District 4), be rezoned from General Business (GB) classification to Planned Unit Development (PUD) classification. The property is owned by 445 Meeting Street Partners LLC. (DEFERRED)
3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 445 Meeting Street (Peninsula) (approximately 2.2 acres) (TMS #459-09-01-045) (Council District 4), be rezoned from the 80/30 and 55/30 Old City Height District classifications to the 100/30 Old City Height District classification. The property is owned by 445 Meeting Street Partners LLC. (DEFERRED)
4. An ordinance authorizing the Mayor to execute on behalf of the City Quit-Claim Deeds, approved as to form by the Office of Corporation Counsel, to the owners of



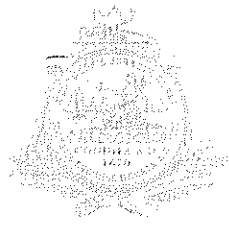
those properties abutting each side of Hayne Street, running from Church Street to Anson Street, conveying to such owners one-half of the width of Hayne Street as said street abuts the respective owner's property, subject to any and all easements or other matters of record. (DEFERRED)

5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that portions of 573 Meeting Street and 35 Walnut Street (Peninsula) (approximately 1.76 acres) (portions of TMS # 463-16-04-022 and 463-16-04-035) (Council District 4), be rezoned from 55/30 Old City Height District classification to 80/30 Old City Height District classification. The property is owned by Charleston Interfaith Crisis Assistance Ministry. (DEFERRED)
6. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-220 Accommodations Overlay Zone, by inserting language to preserve Mixed-Use Districts; prohibit the displacement of housing by accommodations and consider the effects of housing units to be altered or replaced on the housing stock and whether requirements to protect the affordability of the housing units should be attached to an accommodations special exception approval; prohibit the displacement or reduction of office space by accommodations to be located within areas on the Peninsula designated "A-1" on the Accommodations Overlay Zoning Map and on streets with office use as a predominant use; prohibit the displacement of more than 25 percent of ground floor, store front retail space by accommodations uses on streets with ground floor, store front retail as a dominant use; prohibit an overconcentration of accommodations units within areas on the Peninsula designated "A-1" on the Accommodations Overlay Zoning Map; amend revised Subsection B. 1. (g) by deleting wording regarding pedestrian activity and transit system usage and inserting language regarding the location and design of guest drop off and pick up areas; and amend revised Subsection B. 1. (h) 15 to require additional information on parking and public transit provisions for employees **(AS AMENDED)** (DEFERRED)

#### **M. Miscellaneous Business:**

1. Executive Session – Update on Gaillard Litigation
2. A Special Meeting of City Council will be held May 30, 2017 at 5:00 p.m. at City Hall, 80 Broad Street.
3. The next regular meeting of City Council will be June 20, 2017 at 5:00 p.m. at City Hall, 80 Broad Street.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.



D1.)

# City of Charleston

JOHN J. TECKLENBURG  
MAYOR

## PROCLAMATION

- WHEREAS,** more than 5 million people in the United States are affected by Alzheimer's disease, a degenerative, progressive disease that attacks the brain and results in impaired memory, thinking, and behavior; and
- WHEREAS,** Alzheimer's disease is the most common form of dementing illness, making it the sixth leading cause of death in the United States and South Carolina; and
- WHEREAS,** unless a cure or means of prevention is found for Alzheimer's disease, an estimated 16 million Americans will be affected by the year 2050; and
- WHEREAS,** in one-third of all American families, one parent will succumb to this disease; and
- WHEREAS,** Alzheimer's disease costs the United States more than \$259 billion dollars annually with an estimated increase up to \$1.1 trillion by the year 2050; and
- WHEREAS,** an increase in public awareness about Alzheimer's disease and the Alzheimer's Association may generate interest and concern among American people, which may, in turn, lead to increased research and eventually to the discovery of a cure for Alzheimer's disease; and
- WHEREAS,** Congress has resolved and the President of the United States has proclaimed the month of June to be National Alzheimer's and Brain Awareness Month so as to increase the public's awareness of Alzheimer's disease, and to support the research and services being conducted by voluntary organizations such as the Alzheimer's Association; and
- WHEREAS,** I ask all citizens of the City of Charleston to observe this month with appropriate ceremonies and activities in order to heighten understanding of this disease and accelerate finding a cure.

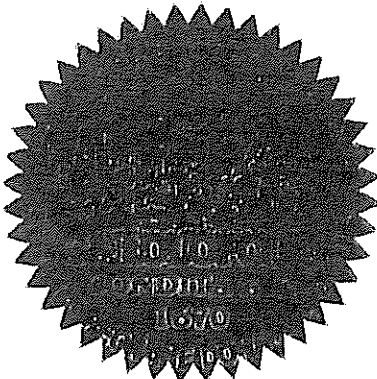
**NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, do hereby proclaim the month of June 2017 as:**

### **ALZHEIMER'S AND BRAIN AWARENESS MONTH**

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Charleston to be affixed, this 23rd day of May in year of 2017.

\_\_\_\_\_  
John J. Tecklenburg, Mayor

P.O. Box 652, CHARLESTON, SOUTH CAROLINA 29402  
843-577-6970 FAX 843-720-3872



## PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, May 23, 2017 beginning at 5:00 p.m. at City Hall, 80 Broad Street, regarding a closing and abandonment as follows:

Request to close and abandon a portion of Fairchild Street, Daniel Island, County of Berkeley designated as "RCP 1, 4,899 sq. ft., 0.112 acres conveyed to Parcel 1" on the plat entitled "A Final Subdivision and Property Line Adjustment Plat of TMS 275-00-00-260 – Daniel Island, Fairchild Street, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina."

and

Request to close and abandon a portion of Fairchild Street, Daniel Island, County of Berkeley designated as "RCP 3, 111 sq. ft., 0.003 acres conveyed to Parcel 2" on a plat entitled "A Final Subdivision and Property Line Adjustment Plat of TMS 275-00-00-260 – Daniel Island, Fairchild Street, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina."

A detailed survey of the area under consideration for closure may be viewed at the City of Charleston Department of Public Service, 2 George Street, Charleston, South Carolina.

Interested parties are invited to attend the public hearing and express their views. Extended presentations should be submitted in writing.

VANESSA TURNER-MAYBANK  
Clerk of Council

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Please insert as a Display Ad in the Post Courier on Sunday, May 7, 2017. Charge account PC103190.

Please insert in the Chronicle as a Display Ad on Wednesday, May 10, 2017. **Please provide an affidavit of publication for all public hearings.**



Ratification

Number \_\_\_\_\_

# AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A QUIT-CLAIM DEED FOR A PORTION OF THE RIGHT-OF-WAY ON FAIRCHILD STREET THAT WAS PREVIOUSLY ABANDONED BY CITY COUNCIL AT ITS FEBRUARY 14, 2017 MEETING. THE PROPERTY ABANDONED IS MORE FULLY SHOWN ON EXHIBIT A, ATTACHED HERETO, AND INCORPORATED BY REFERENCE HEREIN.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

**SECTION 1.** THE MAYOR IS HEREBY AUTHORIZED TO EXECUTE THE QUIT-CLAIM DEED ON BEHALF OF THE CITY TO CLOSE AND ABANDON A PORTION OF FAIRCHILD STREET THAT WAS PREVIOUSLY ABANDONED BY CITY COUNCIL ACTION ON FEBRUARY 14, 2017. THE ABANDONED PROPERTY IS MORE FULLY SHOWN ON EXHIBIT A, ATTACHED HERETO, AND INCORPORATED BY REFERENCE HEREIN.

**SECTION 2.** THIS ORDINANCE SHALL BECOME EFFECTIVE UPON RATIFICATION.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord, 2017,  
and in the \_\_\_\_ Year of the Independence  
of the United States of America.

By: \_\_\_\_\_  
John J. Tecklenburg  
Mayor, City of Charleston

ATTEST: \_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

STATE OF SOUTH CAROLINA     )  
                                                   )  
COUNTY OF BERKELEY         )                   QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that the City of Charleston, a South Carolina municipal corporation ("Grantor"), in the State aforesaid, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand paid at and before the sealing and delivery of these presents by DIEC II, LLC, a South Carolina limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the Grantee, its successors and assigns, all of its right, title and interest in and to the following described real property, to wit:

ALL that certain piece or parcel of land, situate, lying and being on Fairchild Street, Daniel Island, County of Berkeley, State of South Carolina, shown and designated as "RCP 1, 4,899 sq. ft., 0.112 acres conveyed to Parcel 1" on a plat prepared by John T. Byrnes, III, SCPLS, entitled "A FINAL SUBDIVISION AND PROPERTY LINE ADJUSTMENT PLAT OF TMS 275-00-00-260 – DANIEL ISLAND – FAIRCHILD STREET, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina" dated April 27, 2015, and duly recorded at the Berkeley County R.O.D. Office in Plat Cabinet S, at Page 85i; said parcel containing such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

To be combined with T.M.S. No. 275-00-00-132

-ALSO-

ALL that certain piece or parcel of land, situate, lying and being on Fairchild Street, Daniel Island, County of Berkeley, State of South Carolina, shown and designated as "RCP 3, 111 sq. ft., 0.003 acres conveyed to Parcel 2" on a plat prepared by John T. Byrnes, III, SCPLS, entitled "A FINAL SUBDIVISION AND PROPERTY LINE ADJUSTMENT PLAT OF TMS 275-00-00-260 – DANIEL ISLAND – FAIRCHILD STREET, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina" dated April 27, 2015, and duly recorded at the Berkeley County R.O.D. Office in Plat Cabinet S, at Page 85i; said parcel containing such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

To be combined with T.M.S. No. 275-00-00-\_\_\_\_\_

SUBJECT TO ALL APPLICABLE EASEMENTS AND RESTRICTIONS OF RECORD.

BEING a portion of the same property conveyed to the Grantor by deed of the Daniel Island Company, Inc. dated November 30, 1999, at duly recorded at the Berkeley County R.O.D. Office on December 2, 1999, in Book 1801, at Page 0259.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns forever, so that neither the Grantor, nor its successors, nor any other person or persons claiming under them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, by and through the undersigned agent, this \_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

The City of Charleston

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENT

\_\_\_\_\_. 2016, and acknowledged the due execution of the foregoing instrument.

(SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: \_\_\_\_\_

AFFIDAVIT

1. I have read the information on this Affidavit and I understand such information.
2. The property located on Fairchild Street, Daniel Island, SC, being a part of County Tax Map No. 275-00-00-132, is being transferred by The City of Charleston to DIEC II, LLC on \_\_\_\_\_, 2016.

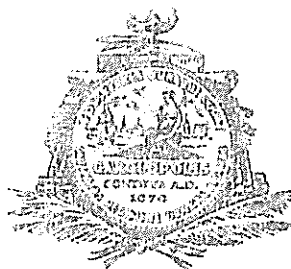
(If exempt, please skip items 4-6, and go to item 8 of this affidavit)

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$\_\_\_\_\_.

Print or Type Name Here







Ratification  
Number \_\_\_\_\_

# A N O R D I N A N C E

TO AMEND THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, CHAPTER 2, ARTICLE IV, TO SEPARATE THE ARTS AND HISTORY COMMISSION INTO TWO SEPARATE COMMISSIONS, AND TO PROVIDE FOR THE MEMBERSHIP, THE TERMS OF OFFICE AND THE POWERS FOR EACH COMMISSION.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS IN CITY COUNCIL ASSEMBLED:

**Section 1.** Chapter 2, Article IV, Division 5, shall be renamed from the Arts and History Commission to the Commission on the Arts.

**Section 2.** Chapter 2, Article IV, Division 5, is hereby amended by deleting Sections 171 through, and including, 175 and adding thereto the following language which shall read as follows:

Sec. 2-171. - Title.

This division shall be known as and may be cited as the "Commission on the Arts".

Sec. 2-172. - Findings.

The city council of the City of Charleston recognizes the benefits of art and the role the arts play in defining a community's unique identity and civic pride. The City further recognizes that research has shown that the arts foster economic development, improve the local business climate, enhance the image of the community and promote cultural tourism. Additionally, artwork viewable by the public enhances aesthetics and complements scenic, natural, and landscape features in a built environment, providing psychological advantages to citizens and visitors. Furthermore, art, in all of its varied forms and styles, expresses the confidence, vitality and optimism of the community and its goal of enhancing livability for all its citizens.

Sec. 2-173. - Commission on the Arts; created; membership; terms of office; powers.

(a) Purpose. To promote public participation in, and appreciation of, the visual, performing, and literary arts, as well as, to support and participate in the presentation of exhibitions, performances, lectures and symposia and to cooperate with and assist public and private educational institutions, the media, and other private and governmental entities involved in artistic and cultural promotion.

(b) Created. There is hereby created the "Commission on the Arts".

(c) Membership. The Commission shall be appointed by the Mayor with the advice and consent of city council and shall consist of thirteen members, two of whom shall be members of city council. In making appointments, consideration shall be given to professionals in, and to persons demonstrating knowledge of and appreciation for, the arts. The membership of the Commission should represent the broad arts constituency rather than individual disciplines, and the commission should have a balanced membership reflecting in-depth knowledge of the various disciplines, large and small institutions, educational institutions, individual artists, and principles of arts administration. The commission should also reflect Charleston's ethnic diversity. The members of the Commission shall serve for two year terms or until their successors have been appointed and qualified. The Mayor shall annually appoint one of the Commission's members to be chairperson.

(d) Powers. The Commission shall serve as an advisory body to the Mayor and city council in all arts-related matters, including long range planning, public art, and City-sponsored cultural programs and events. The Commission shall promote close cooperation between the City and all private citizens, institutions, and agencies interested in or conducting activities relating to the arts in the City, so that all art resources within the city may be coordinated to maximize promotion and support of the arts in the City. The Commission shall encourage communication between arts organizations; and foster and assist the continued development of the arts in the City. The Commission shall also annually recommend to the Mayor a minimum of three citizens to act as an Ambassador to the Arts. The Mayor may select an Ambassador to the Arts from the recommendations. Annually, the Commission shall file or make a report to city council, summarizing the activities of the Commission.

Sec. 2-174. - Art.

No painting, picture, sculpture or other work of art ("public art") shall hereafter be permanently displayed or erected on any public street or park unless it first has been approved by the Commission, subject to final approval by city council.

Sec. 2-175. - Reserved.

Section 3. Chapter 2, Article IV, is hereby amended by adding thereto a Division 9 entitled, "Commission on History", by renumbering the sections of Chapter 2, Article IV, to accommodate for the new Division 9 and by further adding thereto the following language which shall read as follows:

## DIVISION 9. - THE COMMISSION ON HISTORY

### Sec. 2-XXX. -- Title.

This division shall be known as and may be cited as the "Commission on History".

### Sec. 2-XXX. - Findings.

The city council finds and declares that the City of Charleston has a rich historical heritage which should be protected and preserved, and that it is in the public interest that historical monuments, markers, and plaques be regulated under the police power of the City in order to maintain, protect and promote historical accuracy and preservation for the well-being and welfare of the citizens, residents and visitors of the City of Charleston.

### Sec. 2-XXX. -- Commission on History; created; membership; terms of office; powers.

(a) Purpose. To discover, and as appropriate, circulate information pertinent to the historical identity of the City of Charleston; to cooperate with other persons, groups, organizations and agencies in preserving the history and heritage of the City; and to identify, document, interpret, and preserve the history of Charleston, South Carolina.

(b) Created. There is hereby created the "Commission on History".

(c) Membership. The Commission shall be appointed by the Mayor with the advice and consent of city council and shall consist of thirteen (13) members, two (2) of whom shall be members of city council. In making appointments, consideration shall be given to professionals in, and to persons demonstrating knowledge of and appreciation for, the fields of history, preservation, and historical curatorship. The Mayor and city council shall consider, but shall not be required to appoint, persons familiar with or associated with the Charleston Museum, the South Carolina Historical Society, and the Preservation Society of Charleston. Members of the Commission shall serve for a term of one (1) year or until their successors have been appointed and qualified. For purpose of commission action, a quorum of the Commission on History shall consist of five (5) members of the Commission in attendance.

(d) Powers. The Commission shall act as an advisory board in promoting the collection and preservation of historical data, publicizing and commemorating persons, deeds, events and things of historical interest, through publication, erection of monuments, markers and otherwise. The Commission may also serve as a resource for the verification of information to be included on City historical plaques, markers, publications and monuments, and shall further report to the council, at least annually,

the condition of City statues and other monuments, and make recommendations to the council concerning the proper conservation thereof.

**Section 4.** This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord, 2017, in the \_\_\_\_\_ Year of Independence of the United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg, Mayor  
Mayor, City of Charleston

ATTEST:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

Agreement Regarding Workforce Housing  
(28 Woolfe Street)

THIS Agreement Regarding Workforce Housing ("Agreement") is made and entered into effective as of the \_\_\_\_ day of May, 2017 (the "Effective Date"), by and between **CRP/SSCP WOOLFE STREET OWNER, LLC**, a Delaware limited liability company ("Owner"), and the **CITY OF CHARLESTON**, a South Carolina municipal corporation ("City" or "City of Charleston").

RECITALS:

WHEREAS, Owner is constructing a mixed use building at 28 Woolfe Street, Charleston, South Carolina (the "Property"); and

WHEREAS, the Property is zoned Mixed Use 2 – Workforce Housing ("MU-2/WH") under Chapter 54 of the Code of the City of Charleston (the "City Zoning Ordinance"); and

WHEREAS, the City is considering an ordinance to amend the MU-2/WH requirements under the City Zoning Ordinance with respect to workforce housing to provide for a payment to the City in lieu of providing workforce housing (the "Payment in Lieu") (such ordinance, in such form as may be finally adopted and approved at final reading by City Council, is referred to herein as the "Ordinance Amendment"); and

WHEREAS, Owner expects to complete construction of the Property shortly and to obtain a certificate of occupancy ("CO") prior to final reading by City Council of the Ordinance Amendment; and

WHEREAS, Owner and the City desire to allow for the participation of the Property in the Payment in Lieu upon final reading of the Ordinance Amendment;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Delivery of Payment in Lieu and Workforce Housing Covenants. Upon execution of this Agreement, Owner shall deliver to City (i) a deposit amount, in the form of an irrevocable letter of credit (in form satisfactory to the City), equal to \$520,587.60 (the "Deposit") and (ii) the fully executed Declaration of Covenants, Conditions and Restrictions for workforce housing in the form attached hereto as **Exhibit A** (the "Workforce Housing Covenants"). The Deposit and the Workforce Housing Covenants shall be held in escrow by the City pursuant to the terms of this Agreement. The Deposit is calculated based on the Payment in Lieu formula in the current proposed draft of the

Ordinance Amendment as approved by the Committee on Housing and Community Development as follows: Payment in Lieu equal to \$3.40/square foot x 153,114 gross square feet of the Property = \$520,587.60.

2. Certificate of Occupancy. Upon delivery of both the Deposit and the Workforce Housing Covenants to the City, the workforce housing requirements under the MU-2/WH zoning provisions for purposes of obtaining a CO shall be satisfied, and the Property shall be granted a CO following satisfaction of all other requirements therefor. Upon obtaining a CO, all residential units within the Property, including without limitation the fourteen (14) residential units identified as workforce housing units under the Workforce Housing Covenants (the "**Workforce Housing Units**"), may be leased by Owner at market rate rents to any persons, provided that such leases of the Workforce Housing Units shall not extend beyond July 31, 2018 (the "**Conversion Date**"). The Workforce Housing Covenants shall provide for a ten (10) year period commencing as of the Conversion Date during which the Property will be subject to the restrictions and conditions set forth therein.

3. Release of Escrow. Upon final reading by City Council approving the Ordinance Amendment, the Deposit shall be applied to the Payment in Lieu thereunder, the parties shall execute and deliver any such other documents required to effect the Payment in Lieu under the Ordinance Amendment, and the Workforce Housing Covenants shall be returned to Owner and be of no further force or effect; provided however, that (i) if the Ordinance Amendment receives final reading and approval by City Council by October 1, 2017, but the formula for calculating the Payment in Lieu is decreased from the \$3.40/square foot set forth in the currently proposed draft, then the portion of the Deposit equal to the required Payment in Lieu shall be applied, and any excess shall be refunded promptly to Owner; (ii) if the Ordinance Amendment receives final reading and approval by City Council by October 1, 2017, but the formula for calculating the Payment in Lieu is increased from the \$3.40/square foot set forth in the currently proposed draft or is otherwise subject to terms materially different from the currently proposed draft, then Owner shall have the option to accept such changes and elect to pay to the City the additional amount, if any, required for the Payment in Lieu, or Owner may elect instead not to participate in the Payment in Lieu, in which case the Deposit shall be refunded in full to Owner, and the Workforce Housing Covenants shall be recorded in the RMC Office for Charleston County and take effect as provided therein; and (iii) if the Ordinance Amendment has not received final reading and approval by City Council by October 1, 2017, the Deposit shall be refunded in full to Owner, and the Workforce Housing Covenants shall be recorded in the RMC Office for Charleston County and take effect as provided therein. In the event that the Deposit is refunded to Owner and the Workforce Housing Covenants recorded as provided above, and subsequently City Council approves final reading of the Ordinance Amendment, Owner may still elect to participate in such payment in lieu option as provided for other existing workforce housing properties under the terms of the Ordinance Amendment as approved by City Council.

4. Miscellaneous.

a. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same agreement. Further, a photographic, photostatic, facsimile or other reproduction of a signature to this Agreement, when delivered to evidence the actual execution of this Agreement by a party hereto, shall be deemed to be the execution of this Agreement by such party and shall be enforceable as an original executed document.

b. The parties represent and warrant to each other that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

c. The headings of this Agreement are for convenience of reference only and do not in any way limit or amplify the terms and provisions hereof.

d. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

e. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of South Carolina without application of conflicts of laws provisions that would require the application of the law of any other jurisdiction.

f. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect and the parties shall use their best efforts to substitute a like but enforceable and valid provision in lieu of the unenforceable or invalid provision.

g. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, electronic mail, certified or registered mail, return receipt requested, or Federal Express (or other nationally recognized overnight courier) to the parties hereto at the address shown below, or at such other address as any of them may designate by notice to each other.

If to Owner: CRP/SSCP WOOLFE STREET OWNER, LLC  
Attention: John Long  
3715 Northside Parkway, Suite 1-310  
Atlanta, GA 30327  
Phone: 404-583-8047  
Email: jlong@southcitypartners.com

With a copy to: Justin Ferira



235 St. Philip Street, Unit B  
Charleston, SC 29401  
Email: [jferira@seine-group.com](mailto:jferira@seine-group.com)

and

Womble Carlyle Sandridge & Rice, LLP  
5 Exchange Street  
Charleston, SC 29401  
Attention: W. Foster Gaillard  
Email: [fgaillard@wcsr.com](mailto:fgaillard@wcsr.com)

If to City: City of Charleston  
Department of Housing and Community Development  
Attention: Director  
75 Calhoun Street, Suite 3200  
Charleston, SC 29401-3506

With a copy to: City of Charleston  
Attention: Legal Department  
PO BOX 304  
Charleston, SC 29402

h. Each of the parties hereto shall execute and deliver such additional documents and take such actions as may be reasonably requested in order to fully carry out the intent and purpose of this Agreement.

i. This Agreement supersedes all prior agreements, understandings, representations and statements, if any, regarding the subject matter contained herein, whether oral or written, and no amendment of this Agreement shall be valid and binding upon the parties unless made in writing and signed by an authorized officer on behalf of each of such party.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first written above.

Owner:

**CRP/SSCP WOOLFE STREET OWNER, LLC,**  
a Delaware limited liability company

By: CRP/SSCP Woolfe Street Venture, L.L.C.,  
a Delaware limited liability company  
Its: sole member and sole manager

By: Seine-SCP Woolfe Street, LLC,  
a Georgia limited liability company,  
its administrative member

By: Seine-SCP Woolfe Street Manager, LLC  
a Georgia limited liability company,  
its manager

By: SCP Investments, LLC,  
a Georgia limited liability company  
its manager

By: South City Partners, LLC,  
a Georgia limited liability company,  
its manager

By: \_\_\_\_\_  
Name:  
Its:

CITY:

**City of Charleston**

By: \_\_\_\_\_  
Name:  
Title: Mayor

Attest: \_\_\_\_\_  
Name:  
Title: Clerk of Council

**Exhibit A**

Workforce Housing Covenants

[attached hereto]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by **CRP/SSCP WOOLFE STREET OWNER, LLC**, a Delaware limited liability company, its successors and assigns, (the "**Declarant**"), having its principal address at 3715 Northside Parkway, Suite 1-310, Atlanta, GA 30327.

WITNESSETH:

**WHEREAS**, the Declarant is the owner of certain real property located at 28 Woolfe Street in the City of Charleston, Charleston County, South Carolina, upon which the Declarant intends to construct a mixed-use residential project to be known as Skygarden (the "**Regime**") consisting of approximately 94 residential units (each a "**Unit**" and collectively the "**Units**"); and

**WHEREAS**, the Declarant desires to submit those certain [15%] residential Units identified on Exhibit A attached hereto and incorporated herein by reference (the "**Skygarden Workforce Housing Units**") to the plan and operation of this Declaration in general accordance with the district designation Mixed Use 2 – Workforce Housing District (MU-2/WH) in effect on the date of this Declaration, as codified in Chapter 54 of the Code of the City of Charleston (Zoning Ordinance), Article II, Part 15, as amended to the date of this Declaration (the "**Ordinance**");

**NOW, THEREFORE**, the Declarant hereby declares that all of the Skygarden Workforce Housing Units shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Skygarden Workforce Housing Units, said easements, restrictions, covenants, charges, liens and conditions shall touch, concern and run with the title to the Skygarden Workforce Housing Units and shall be binding on all parties having any right, title or interest in the Skygarden Workforce Housing Units or any portion thereof. This Declaration shall also bind the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of any party which purchases, takes or holds any interest in the Skygarden Workforce Housing Units.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "**Area Median Income**" shall mean and have reference to the median family income, based upon applicable family size of a Qualified Household for the Charleston-North Charleston metropolitan statistical area as published by the United States Department of Housing and Urban Development (together with its successors, "**HUD**"), as adjusted for household size by the City of Charleston Department of Housing and Community Development (together with its successors, "**DHCD**"). If HUD should no longer compile and publish such statistical information,

the most similar information compiled and published by HUD, or any other branch or department of the federal government or the State of South Carolina, or the City of Charleston shall be used for the purpose of determining Area Median Income.

The Owner shall be required to submit to the City of Charleston Department of Housing and Community Development, or its successor, verified income reports of household income of all occupants of the Rental Workforce Housing Units at the inception of each tenancy of a Rental Workforce Housing Unit and no less than on a yearly basis thereafter, as determined by the City of Charleston Department of Housing and Community Development, or its successor.

Section 2. “*City*” shall mean and have reference to the City of Charleston, a municipal corporation, duly organized and existing under the laws of the State of South Carolina.

Section 3. “*Rental Workforce Housing Unit(s)*” shall mean and have reference to those [15%] residential units (as defined in the Ordinance) identified in Exhibit A made available for lease by Qualified Households as may be amended pursuant to Article II of this Declaration.

Section 4. “*Declarant*” shall mean and have reference to **CRP/SSCP WOOLFE STREET OWNER, LLC**, a Delaware limited liability company, its successors and assigns.

Section 5. “*Fair Market Rent*” applicable to each Rental Workforce Housing Unit shall mean and have reference to a fixed rate equal to thirty (30%) percent of eighty (80%) percent of Area Median Income, as published annually by HUD. Fair market Rent shall not include payment for cable and internet service, furniture, or television, utilities, or water service. Payment for these services, as offered to and elected by tenants, shall be paid separately and independently of Fair Market Rent.

Section 6. “*Household Income*” shall mean and have reference to all sources of financial support, both cash and in kind, of all adult members of a household, including, without limitation, wages, salaries, tips and commissions, all forms of self-employment income, interest, dividends, net rental income, income from estates or trusts, social security benefits, railroad retirement benefits, supplemental security income, aid to families with dependent children or other public assistance welfare programs, other sources of income regularly received including veterans’ (VA) payments, unemployment compensation, child support and alimony, awards, prizes, lottery income, government or institutional or eleemosynary loans, grants or subsidies, and contributions made by family or others for medical, financial, personal or educational needs.

Section 7. Intentionally Left Blank.

Section 8. “*Owner*” shall mean and have reference to, at any particular point in time, the owner in fee simple of any Skygarden Workforce Housing Unit, and the owner’s heirs, successors and assigns. Nothing in this Agreement shall prohibit the sale of any Rental Workforce Housing Unit to a subsequent Owner, so long as this Declaration remains in full force as to the Rental Workforce Housing Units and the restrictions applicable to their rental conditions.

Section 9.     ***“Qualified Household”*** for Rental Workforce Housing shall mean and have reference to those households where Household Income does not exceed eighty percent (80%) of the Area Median Income as of the date of lease of a Rental Workforce Housing Unit by the Qualified Household;

## **ARTICLE II**

### **OCCUPANCY RESTRICTIONS; NOTICE OF TRANSFER**

The Skygarden Workforce Housing Units are hereby restricted to occupancy by Qualified Households for a period of ten (10) years commencing August 1, 2018, for any such Skygarden Workforce Housing Unit, provided, however, Declarant may exchange, from time to time, one or more Rental Workforce Housing Units subject to this Declaration by substituting an equal number of Units in the Regime from the list set forth on Exhibit B attached hereto and incorporated herein by reference, so long as (i) each Unit substituted is currently occupied or reserved for occupancy by a Qualified Household, (ii) the minimum number of Rental Workforce Housing Units required by this Declaration and the Ordinance are designated as Rental Workforce Housing Units pursuant to this Declaration, and (iii) such substitution is reflected on an amendment to this Declaration recorded at least annually which amends Exhibit A by removing one or more Rental Workforce Housing Units released from this Declaration, during the previous twelve (12)-month period, and including an equal number of Units to this Declaration added to this Declaration, simultaneously with any release of a Rental Workforce Housing Unit, during the previous twelve (12)-month period, which, when so added, became, for all purposes under this Declaration, a Rental Workforce Housing Unit. The Declarant shall forward a copy of such amendment to the City at least ten (10) days prior to recording the amendment in the RMC Office for Charleston County.

## **ARTICLE III**

### **GENERAL PROVISIONS**

Section 1.     **Enforcement.** Declarant and/or the Owner(s) shall have the right to enforce all covenants, conditions or restrictions imposed by the provisions of this Declaration by any proceeding at law or in equity; furthermore, this Declaration shall be enforceable by the City by any proceeding at law or in equity, including revocation of a certificate of occupancy.

The Declarant and the Owner(s) hereby acknowledge and agree that the covenants, conditions and restrictions set forth herein are imposed for the term set forth in Article II, in part, for the benefit of the City, and that the City has an interest in real property and social, cultural and economic interests that benefit from the imposition of these covenants, conditions and restrictions. The benefits of these covenants, conditions and restrictions shall run with, bind and burden the Skygarden Workforce Housing Units for the term set forth in Article II. The Declarant and the owners of Units acknowledge and agree that these covenants, conditions and restrictions benefit the Regime, and all Units therein, by providing additional density with the addition of the Skygarden Workforce Housing Units therein. The Declarant, the Owner(s) and the City further

acknowledge and agree that a breach of the covenants, conditions and restrictions set forth herein shall potentially result in a broad range of economic, social, cultural and residential damages to a large number of parties, that such damages are difficult if not impossible to determine, and that the Declarant, Owner(s) and the City shall be entitled to seek such remedies as may be available at law or in equity, including, without limitation, injunctive relief and specific performance. The City shall be entitled to recover reasonable attorney's fees and costs from the Declarant and/or the Owner(s) in the event of a breach of this Declaration by the Declarant and/or the Owners, as the case may be.

Failure by Declarant, the Owner(s) or the City to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

**Section 3. Amendment.** So long as Declarant owns any Skygarden Workforce Housing Unit, Declarant hereby reserves and shall have the sole right, subject to the approval of the City, which approval shall not be unreasonably withheld, to:

- (a) amend this Declaration, or any supplemental declaration, for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein;
- (b) include in any contract or deed, or other instrument hereafter made, any additional covenants, conditions and/or restrictions, including restrictions on use, applicable to any Skygarden Workforce Housing Unit which do not lower the standards of the covenants, conditions and restrictions contained herein; and
- (c) amend this Declaration, or any supplemental declaration, in any manner if such amendment is necessary to: (a) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) enable any reputable title insurance company to issue title insurance coverage on the Skygarden Workforce Housing Units; (c) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the Skygarden Workforce Housing Units; (d) enable any reputable private insurance company to insure mortgage loans on the Skygarden Workforce Housing Units; and (e) satisfy the requirements of any local, state or federal governmental agency.

**Section 4. Notice.** Any notice required by this Declaration shall be in writing, and shall be delivered either (i) in person, (ii) by first-class, certified mail, return receipt requested, postage prepaid, or (iii) by federal Express (or other nationally recognized overnight courier), return receipt requested, with postage or delivery charge prepaid. If the notice is to the Declarant,

it shall be addressed to the Declarant at the street mailing address first above stated unless fee simple title to the Rental Workforce Housing Units has been subsequently assigned to a new Owner. If the notice is to the City, it shall be addressed to the City at the three addresses set forth below. In addition, any party may designate another address by notice to the other parties as provided herein. Any notice shall be deemed to be given to and received by the other party on the date of delivery if personally delivered, two (2) days after the date of mailing if mailed as described above, and one (1) day after it was placed with the overnight courier as described above. Notice to the City shall be complete only after City Hall, the Housing Director (or the equivalent successor) and Corporation Counsel have each received delivery of the notice:

The City of Charleston  
Attn: Clerk of Council  
City Hall  
80 Broad Street  
Charleston, SC 29401

The City of Charleston  
Department of Housing and Community Development  
Attn: Director  
75 Calhoun Street, Suite 3200  
Charleston, SC 29401-3506

The City of Charleston  
Attn: Corporation Counsel  
Legal Department  
50 Broad Street  
Charleston, SC 29401

**Section 5. Survival.** This Declaration and the covenants, conditions and restrictions contained herein shall survive any foreclosure, deed in lieu of foreclosure or death of an Owner during the term of this Declaration as set forth in Article II hereof. In the event of the death of an Owner, the Owner's devisee(s), heir(s), successor(s) and/or assign(s) obtaining an interest in the Skygarden Workforce Housing Unit shall be deemed a Qualified Household, provided such devisee(s), heir(s), successor(s) and/or assign(s) provide written notification to the City of such transfer of interest within sixty (60) days after the death of the Owner.



IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the day and year first above written.

WITNESSES:

DECLARANT:

**CRP/SSCP WOOLFE STREET OWNER, LLC,**  
a Delaware limited liability company

By: CRP/SSCP Woolfe Street Venture, L.L.C.,  
a Delaware limited liability company  
Its: sole member and sole manager

By: Seine-SCP Woolfe Street, LLC,  
a Georgia limited liability company,  
its administrative member

By: Seine-SCP Woolfe Street Manager, LLC  
a Georgia limited liability company,  
its manager

By: SCP Investments, LLC,  
a Georgia limited liability company  
its manager

By: South City Partners, LLC,  
a Georgia limited liability company,  
its manager

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Its:

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, personally appeared, **CRP/SSCP WOOLFE STREET OWNER, LLC**, a Delaware limited liability company, by CRP/SSCP Woolfe Street Venture, L.L.C., a Delaware limited liability company, its sole member and sole manager, by Seine-SCP Woolfe Street, LLC., its administrative member, by Seine-SCP Woolfe Street Manager, LLC, its manager, by SCP Investments, LLC, its manager, by South City Partners, LLC, its manager, by \_\_\_\_\_, its \_\_\_\_\_, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2017, and acknowledged that he executed the same.

\_\_\_\_\_(L.S.)  
Notary Public for \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

The following units (each of which is a one bedroom unit) shall be the Designated Rental Workforce Housing Units:

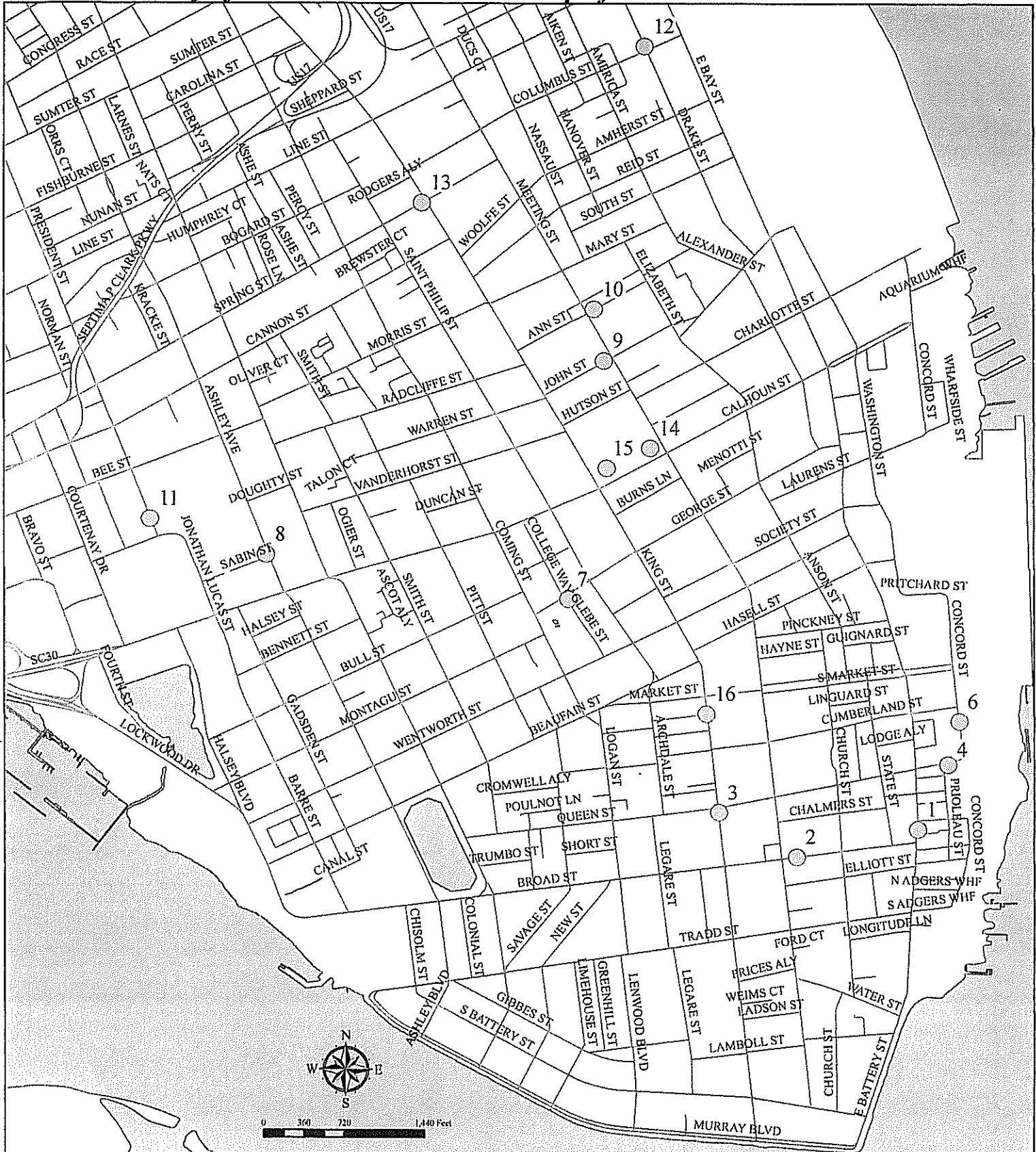
Unit 304  
Unit 315  
Unit 408  
Unit 411  
Unit 508  
Unit 511  
Unit 608  
Unit 611  
Unit 708  
Unit 711  
Unit 807  
Unit 809  
Unit 906  
Unit 908

**EXHIBIT B**

Unit 111	Unit 612
Unit 301	Unit 613
Unit 302	Unit 701
Unit 303	Unit 702
Unit 305	Unit 703
Unit 306	Unit 704
Unit 313	Unit 705
Unit 314	Unit 706
Unit 316	Unit 707
Unit 317	Unit 709
Unit 401	Unit 710
Unit 402	Unit 712
Unit 403	Unit 713
Unit 404	Unit 801
Unit 405	Unit 802
Unit 406	Unit 803
Unit 407	Unit 805
Unit 409	Unit 806
Unit 410	Unit 808
Unit 412	Unit 810
Unit 413	Unit 811
Unit 501	Unit 901
Unit 502	Unit 902
Unit 503	Unit 903
Unit 504	Unit 904
Unit 505	Unit 905
Unit 506	Unit 907
Unit 507	Unit 909
Unit 509	Unit 910
Unit 510	Unit 1001
Unit 512	Unit 1002
Unit 513	Unit 1003
Unit 601	Unit 1004
Unit 602	Unit 1005
Unit 603	Unit 1006
Unit 604	Unit 1007
Unit 605	Unit 1008
Unit 606	Unit 1009
Unit 607	Unit 1010
Unit 609	
Unit 610	END

# City of Charleston - 2017-2018 Map of Street Vendor Locations

J3(b)



○ - Vendor Locations

- Street

\*Vendor Location #5 Removed Due to Construction

City of Charleston  
Department of Traffic and Transportation

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**BID SPECIFICATIONS**

**FOR**

**FRANCHISE OF STREET VENDOR SPACES**

**CITY OF CHARLESTON, SOUTH CAROLINA**

**AUGUST 21, 2017 – AUGUST 20, 2018**

## **NOTICE OF BID OPENING**

THE BID OPENING FOR FRANCHISES OF STREET VENDOR SPACES FOR THE SALE OF FOOD OR DRINK OR READING MATERIAL SOLD IN CONJUNCTION WITH THE SALE OF FOOD OR DRINK IS SCHEDULED FOR JUNE 30, 2017, AT 2:00 P.M., IN THE SECOND FLOOR CONFERENCE ROOM, 50 BROAD STREET, CHARLESTON, SOUTH CAROLINA.

**NOTICE FOR SOLICITATION OF BIDS FOR STREET VENDOR  
SPACES IN THE CITY OF CHARLESTON**

The City of Charleston hereby gives notice that it will be accepting sealed bids for the franchising of 16 designated vendor spaces within the City from which the sale of food or drink or reading material sold in conjunction with the sale of food or drink from stationary vehicles, carts or devices may be had.

Bidders will be required to comply with all provisions of Article V of Chapter 17 of the *Code of the City of Charleston*. No bidder will be deemed eligible to submit a bid in accordance with this Solicitation unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City **WHEN DUE** pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation

The successful bidder will be required to execute a Franchise Agreement with the City. Copies of the bid packages, including the proposed Franchise Agreement, may be picked up at the Office of the Deputy Corporation Counsel of the City of Charleston, 50 Broad Street – 2nd Floor, Charleston, South Carolina, from 9:00 a.m. to 5:00 p.m., beginning on **May 30, 2017** through **June 30, 2017**, at 12:00 noon. The designated vendor spaces subject to being franchised are delineated on a Map of Street Vendor Spaces which may be viewed at the Office of the Deputy Corporation Counsel at 50 Broad Street, 2<sup>nd</sup> floor, in Charleston, SC.

Signed and sealed bids must be submitted to the Office of the Deputy Corporation Counsel at the above address no later than **June 30, 2017, at 12:00 noon**. Bids will be opened and read aloud on **June 30, 2017, at 2:00 p.m.**, in the Office of the Deputy Corporation Counsel.



Minimum bids for each of the 16 designated vendor spaces to be franchised have been established and are set forth in the bid package.

**All bids must be accompanied by a deposit in the form of certified funds representing ten (10%) percent of the bid price for each space being bid upon.** The successful bidder's deposit will be applied toward the franchise fee of the successful bidder. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

It is the intent of the City to award a franchise to the highest responsive responsible bidder for each space.

Any violation of the terms or conditions of the Franchise Agreement will be subject to enforcement by the Municipal Summons Ordinance with penalties and fines as set forth in § 1-16 of the *Code of the City of Charleston* or termination of the Franchise Agreement, at the sole discretion of the City.

**THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS NOT DEEMED BY IT TO BE IN THE CITY'S BEST INTEREST. THE CITY ALSO RESERVES THE RIGHT TO WAIVE INFORMALITIES.**

### **INSTRUCTIONS TO BIDDERS:**

Bidders are responsible for familiarizing themselves with all requirements of these Bid Specifications which include the **Notice to Bidders, Map of 2017-2018 Street Vendor Locations marked as Exhibit A, attached hereto and incorporated by reference herein, List of Minimum Bid Requirements for each space subject to this Solicitation, Bid Specifications and the Franchise Agreement which are attached hereto and incorporated by reference herein.**

**THERE ARE THREE (3) DESIGNATED STREET VENDOR SPACES INCLUDED IN THIS SOLICITATION IDENTIFIED AS VENDOR SPACES #4 IN WATERFRONT PARK, VENDOR SPACE #14 IN MARION SQUARE AT THE CORNER OF CALHOUN AND MEETING STREETS AND VENDOR SPACE #15 IN MARION SQUARE NEAR THE CORNER OF CALHOUN AND KING STREETS MORE FULLY SHOWN ON EXHIBITS B, C AND D ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN. IF ANY OF THESE VENDOR SPACES IS NOT FRANCHISED BY CITY COUNCIL IN ACCORDANCE WITH THIS SOLICITATION, IT WILL NOT AVAILABLE FOR USE BY ANY VENDOR ON A FIRST-COME, FIRST-SERVE BASIS AT ANY TIME. IF SUCH DESIGNATED VENDOR SPACE(S) IS/ARE FRANCHISED IN ACCORDANCE WITH THIS SOLICITATION, EACH VENDOR SPACE HAS ADDITIONAL REQUIREMENTS WHICH ARE CONTAINED IN THE FRANCHISE AGREEMENT.**

The Bid Form must be completely filled in and the signature of the bidder must be in his or her own hand, in ink. A bid deposit of ten (10%) percent of the bid price in the form of certified funds must accompany each bid. The successful bidder's deposit will be applied toward his franchise fee. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

**Unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City WHEN DUE pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation, the bidder's bid will not be accepted.**

The Office of the Deputy Corporation Counsel is located at 50 Broad Street, 2nd Floor, Charleston, South Carolina and will be receiving bids until 12:00 noon, on **June 30, 2017**. Thereafter, at 2:00 p.m., on **June 30, 2017**, bids timely received will be opened and read aloud in the Office of the Deputy Corporation Counsel.

Any bid, along with the appropriate deposit, must be enclosed in a sealed envelope. The envelope will be addressed **"Bid for Street Vendor Space"**, and will contain the name, address and telephone number of the bidder.

The City reserves the right to reject any or all bids not deemed by it to be in its best interest and to waive informalities.

## **ATTENTION BIDDERS**

### Minimum Bid Requirements:

Space Number 1.....\$1,500.00 minimum bid.  
Space Number 2.....\$1,500.00 minimum bid.  
Space Number 3.....\$1,200.00 minimum bid.  
Space Number 4.....\$7,500.00 minimum bid.  
Space Number 5.....Closed Due to Construction.  
Space Number 6.....\$2,500.00 minimum bid.  
Space Number 7.....\$1,500.00 minimum bid.  
Space Number 8.....\$1,500.00 minimum bid.  
Space Number 9.....\$1,200.00 minimum bid.  
Space Number 10.....\$1,200.00 minimum bid.  
Space Number 11 .....\$1,500.00 minimum bid.  
Space Number 12.....\$1,200.00 minimum bid.  
Space Number 13.....\$1,200.00 minimum bid.  
Space Number 14.....\$2,500.00 minimum bid.  
Space Number 15.....\$2,500.00 minimum bid.  
Space Number 16.....\$1,500.00 minimum bid.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name of Bidder (Print Name)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**Hours of operation for Vendor Space Number 14 in Marion Square at the corner of Calhoun and Meeting Streets and Vendor Space Number 15 in Marion Square near the corner of Calhoun and King Streets have been expanded and are set forth in Section 4(C) for Vendor Space Number 14 and in Section 5(D) for Vendor Space Number 15 in the Franchise Agreement which is included in the 2017-2018 Bid Package for Street Vendor Spaces.**

**As a condition to being eligible to submit a bid for Vendor Space Number 15, any person who desires to bid on Vendor Space Number 15 will comply with the following pre-bid requirements:**

**A. As a pre-requisite to being eligible to bid on Vendor Space Number 15, he will submit a description of the food item(s) he desires to sell at Vendor Space Number 15 (the "Submittal") to Harrison Chapman no later than June 16, 2017. Upon the Grantor's receipt of the Submittal, the Grantor will convene a jury panel during June 19 and June 23, 2017 to evaluate and score the Submittal using the criteria set forth in Paragraph 2, page 7 of the Charleston Farmers Market 2016 Vendor Manual ("Manual") which is available online at <http://www.charlestonfarmersmarket.com/cfm-applications>, and all other requirements in the Manual that apply to Food Concessions. By June 23, 2017, the Grantor will notify all persons whose Submittals were juried to advise who is pre-qualified to bid on Vendor Space No. 15.**

**B. If any person is pre-qualified to bid on Vendor Space Number 15 and is approved by City Council to enter into a Franchise Agreement for Vendor Space Number 15, the requirement set forth in A. above will only be mandatory on the days of the Charleston Farmers Market and any other special event at Marion Square sponsored by the City of Charleston.**

**Vendor Space Number 15 will not be available to the successful bidder/Franchisee from February 16, 2018 – April 7, 2018 due to the use of Marion Square for special events during this time.**

**If Vendor Space Numbers 4, 14 or 15 are not franchised in accordance with this Solicitation, the said Vendor Space not franchised shall not be available to Vendors on a first-come/first-serve basis at any time.**

**Any Vendor Space is subject to being re-bid, if needed, at the election of the City of Charleston.**

## **Bid Form**

Can you comply with the requirements of the Franchise Agreement? (Circle One)

<u>Space No.</u>	<u>Bid</u>	<u>Deposit</u>	
1.	_____	_____	Yes/No
2.	_____	_____	Yes/No
3.	_____	_____	Yes/No
4.	_____	_____	Yes/No
6.	_____	_____	Yes/No
7.	_____	_____	Yes/No
8.	_____	_____	Yes/No
9.	_____	_____	Yes/No
10.	_____	_____	Yes/No
11.	_____	_____	Yes/No
12.	_____	_____	Yes/No
13.	_____	_____	Yes/No
14.	_____	_____	Yes/No
15.	_____	_____	Yes/No
16.	_____	_____	Yes/No

Exhibit A

2017-2018  
Map  
Of Street Vendor Spaces

[illegible]

- \*Vender Location #5 Removed Due to Construction**

City of Charleston  
Department of Traffic and Transportation

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2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN  
BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR  
DATA FURNISHED HEREUNDER.

DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.



Exhibit B

2017-2018

Map

Of Vendor Space Number 4

At Waterfront Park

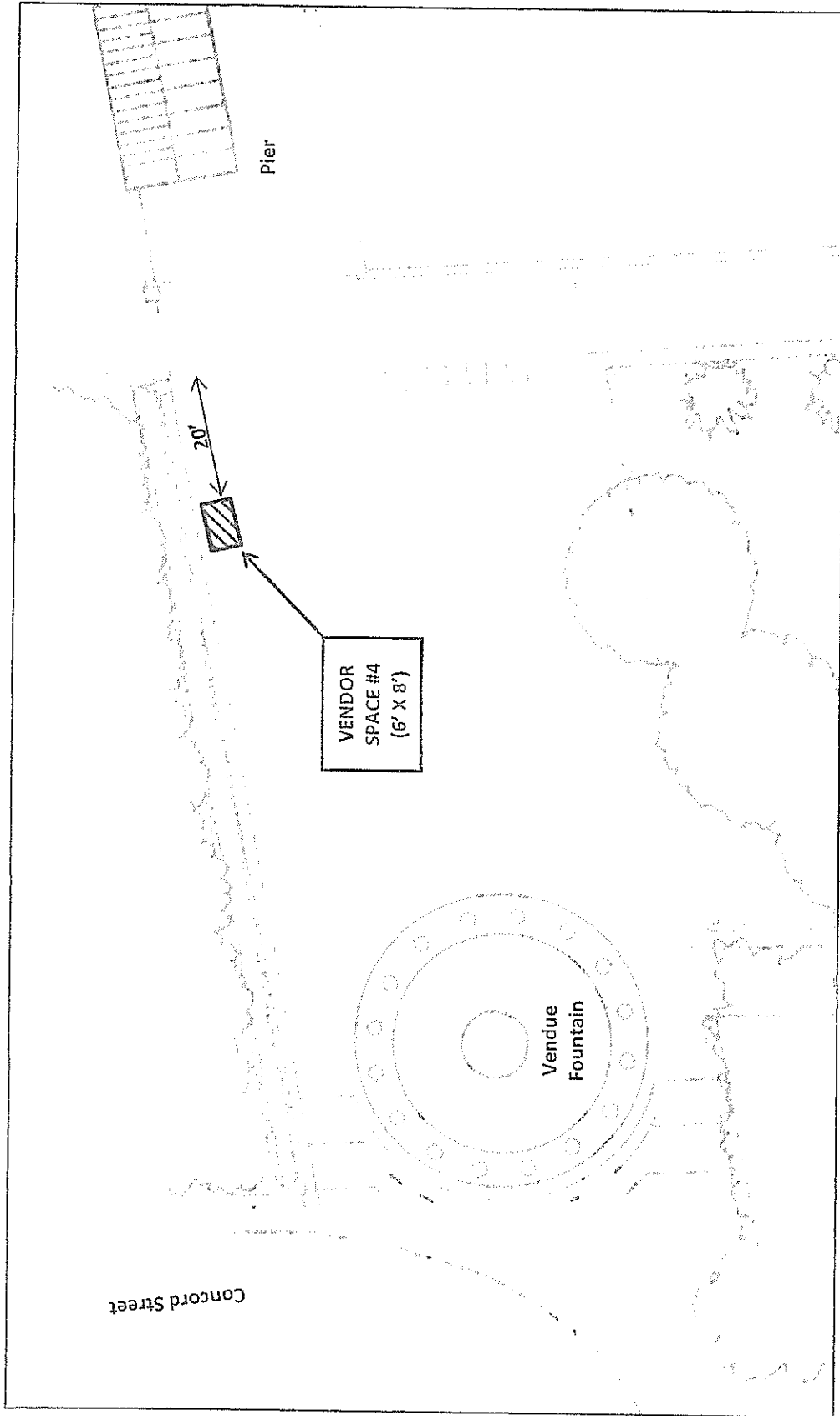


Exhibit B

Waterfront Park - Vendor Locations  
*Not to Scale*

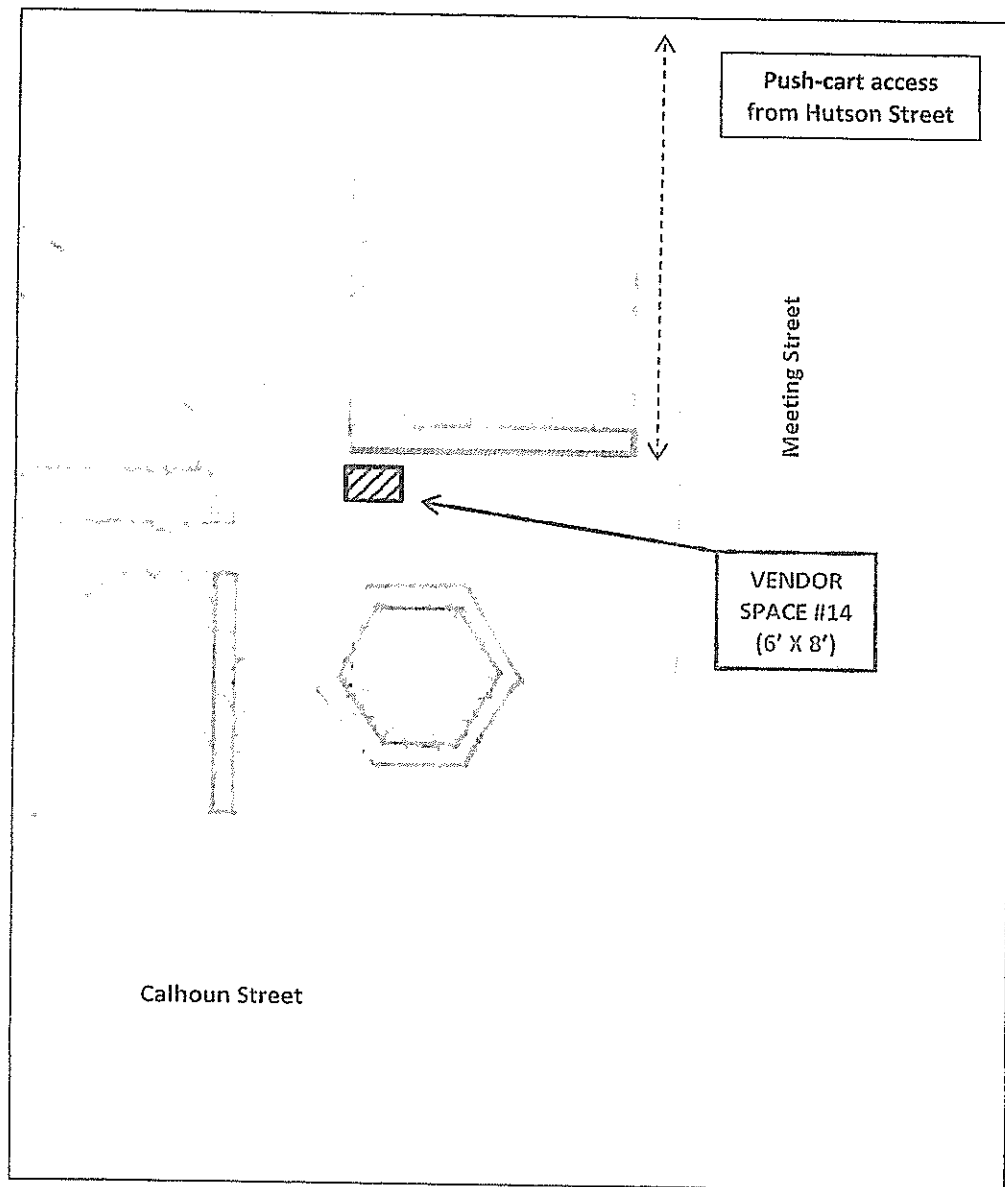


Exhibit C

2017-2018

Map

Of Vendor Space Number 14  
At Calhoun and Meeting Streets  
In Marion Square



Marion Square - Vendor Location (#14)

Exhibit C

*Not to Scale*



NOTE: Vendor space will be 6' x 8'.

Exhibit D

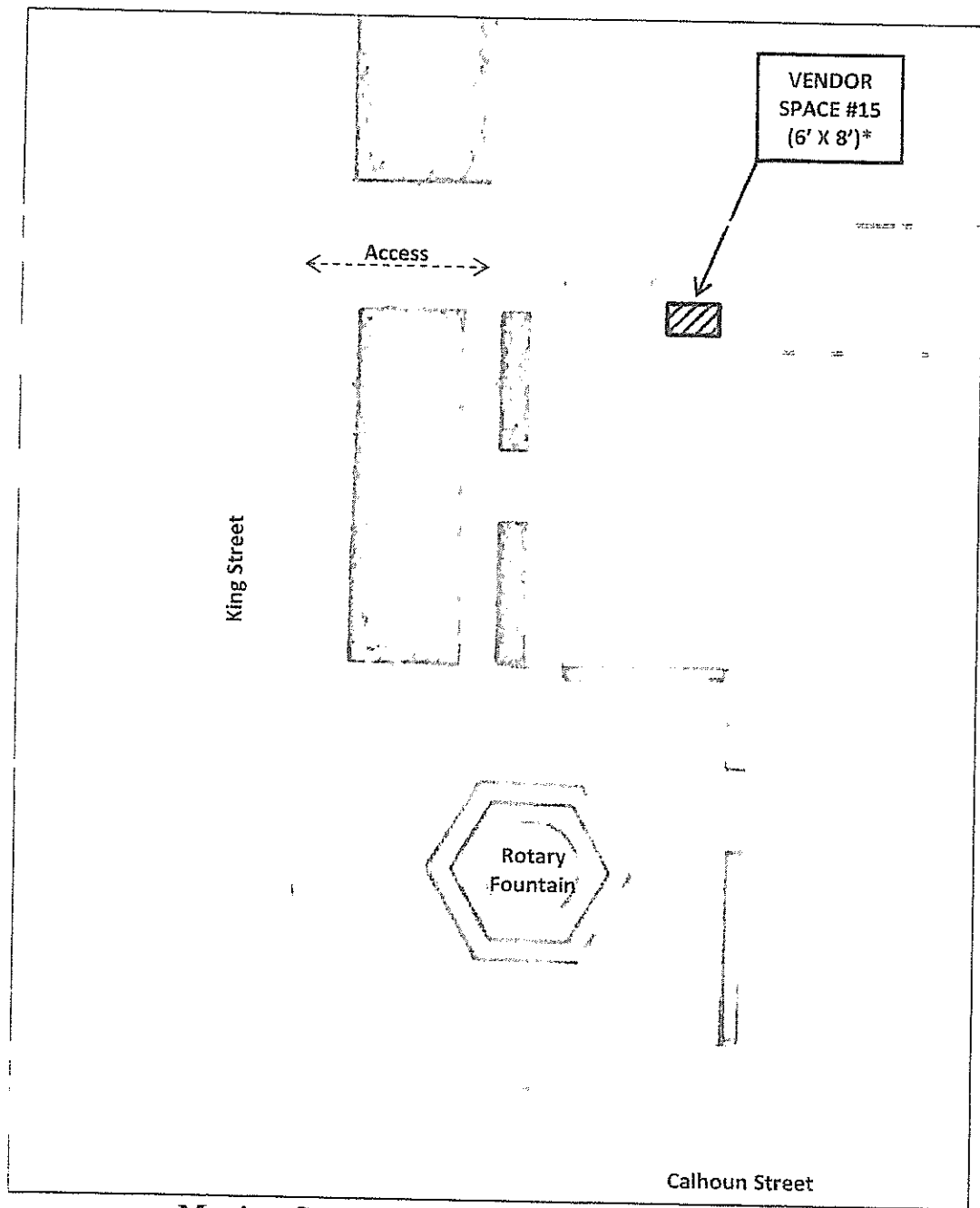
2017-2018

Map

Of Vendor Space Number 15

Near Calhoun and King Streets

At Marion Square



Marion Square - Vendor Location (#15)

Exhibit D

*Not to Scale*



J3(d)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**FRANCHISE AGREEMENT  
2017-2018**

**FRANCHISE AGREEMENT** executed this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF CHARLESTON**, South Carolina (herein the "Grantor"), and \_\_\_\_\_ (herein the "Grantee") for **Vendor Space Number** \_\_\_\_\_, located at \_\_\_\_\_).

**WHEREAS**, § 17-121 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for the sale of food, drink or reading material sold in conjunction with the sale of food or drink (the "Vendor Spaces" and individually the "Vendor Space"); and

**WHEREAS**, the Committee on Traffic and Transportation recommended and approved that the Vendor Space(s) as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

**WHEREAS**, the Traffic and Transportation Committee and City Council, at a meeting held on \_\_\_\_\_, 2017, approved the specifications for the franchising of Vendor Spaces, as are contained herein; and

**WHEREAS**, after advertising for, and receipt of sealed bids, it has been determined that the franchise for the Vendor Spaces hereinafter described be awarded to the Grantee.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of \$3.00, the receipt and sufficiency of which are hereby acknowledged by the Grantor, it is agreed as follows:

**1. Grant of Franchise:**

There is hereby granted by the Grantor to the Grantee the first right and privilege to sell food, drinks or reading material sold in conjunction with the sale of food or drink from a stationary cart, vehicle or device (the "Stationary Cart") in **Vendor Space Number \_\_\_\_** as is hereinafter delineated, subject to the terms and conditions hereinafter set forth.

**2. For Franchised Vendor Spaces 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13 and 16:**

**A.** The location of the Vendor Space which is the subject of this Franchise Agreement is located at \_\_\_\_\_, and measures and contains approximately 70 square feet with dimensions of 7 feet wide by 10 feet long, and is designated as **Vendor Space Number \_\_\_\_ (the "Vendor Space")** on a **Map of Street Vendor Spaces** marked as "Exhibit A," attached hereto and incorporated by reference herein.

**B.** Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of the Vendor Space as set forth in Paragraph 2(A) above. Prior to the execution of this Franchise Agreement and as a condition precedent thereto, if needed, Grantor shall inspect Grantee's Stationary Cart in



the Vendor Space to verify Grantee's ability to comply with the requirements set forth in Paragraphs 2(A) and 2(B) above. If Grantee's Stationary Cart does not comply with such requirements, Grantee shall not be permitted to sign this Franchise Agreement until such time as Grantee shall comply with requirements.

C. No generator, electricity or open flames shall be permitted in any Vendor Space.

**3. Additional Requirements for Franchised Vendor Space Number 4:**

A. The location of Vendor Space Number 4 is located at **Waterfront Park**, and measures 6' by 8' in size and is designated as **Vendor Space Number 4 (the "Space")** on a **Map of Street Vendor Spaces** marked "Exhibit A," attached hereto and incorporated by reference herein and further defined in "Exhibit B," attached hereto and incorporated by reference herein.

No motorized vehicle shall be used to tow or pull the Stationary Cart to or from Vendor Space Number 4 within Waterfront Park. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of the Vendor Space as set forth in Paragraph 3(A) above. The Grantor reserves the right to relocate Vendor Space Number 4 within Waterfront Park in its sole discretion.

Vendor Space Number 4 shall not be available to any other licensed vendor on a first-come, first serve basis.

**B.** No generator, electricity or open flames shall be permitted in Vendor Space Number 4.

**4. Additional Requirements for Franchised Vendor Space Number 14:**

**A.** Vendor Space Number 14 is located in **Marion Square** at the corner of Calhoun and Meeting Streets and measures 6' by 8' in size and is designated on the **Map of Street Vendor Space Number 14** marked as "Exhibit C" attached hereto and incorporated by reference herein. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 14 as set forth in Paragraph 4(A) above.

**B.** Grantee shall only access Marion Square in order to place and remove a Stationary Cart at Vendor Space Number 14 in the following particulars:

1. As to Vendor Space Number 14, Grantee shall be prohibited from driving his vehicle onto Marion Square for the purpose of placing or removing the Stationary Cart at Vendor Space Number 14. Grantee shall only be permitted to hand-push the Stationary Cart within Marion Square for the sole purpose of setting up and removing the Stationary Cart from Vendor Space Number 14. Public-metered parking spaces are available to the Grantee on Hutson and Meeting Streets in which Grantee is permitted to park

his vehicle, unload and load his Stationary Cart from his vehicle and hand-push his Stationary Cart into and out of Vendor Space Number 14 in Marion Square. The Grantee shall be permitted to stand in the area of Marion Square immediately adjacent to Vendor Space Number 14 while conducting business therefrom. No generator, electricity or open flames shall be used within Vendor Space No 14. The Grantor reserves the right to relocate Vendor Space Number 14 within Marion Square in its sole discretion.

C. With respect to Vendor Space Number 14, in addition to the permitted Hours of Operation set forth in Section 10 herein, Grantee of Vendor Space Number 14 shall be permitted to use Vendor Space Number 14 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

D. Vendor Space Number 14 shall not be available to any other licensed vendor on a first-come, first-serve basis at any time.

**5. Additional Requirements for Franchised Vendor Space Number 15:**

A. Vendor Space Number 15 is located in **Marion Square** near the corner of Calhoun and King Streets, measures 6' by 8' in size or as approved by the Grantor and is designated on the **Map of Street Vendor Spaces Number 15** marked as "Exhibit D" attached hereto and incorporated by reference herein.

B. Vendor Space Number 15 will not be available to the successful Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above.

C. Grantee shall only be permitted to drive his vehicle onto Marion Square from King Street using the access area from King Street more fully shown on Exhibit D for the sole purpose of setting up and removing his Stationary Cart from Space No. 15. Once Grantee has brought his Stationary Cart onto Marion Square in accordance with this section, Grantee shall be required to detach his Stationary Cart from his vehicle, hand-push his Stationary Cart to Space No. 15 and remove his vehicle from the access area in Marion Square. When exiting Marion Square, Grantee shall also be required to hand-push his Stationary Cart from Space No. 15 to the access area and then to load his Stationary Cart onto a vehicle and remove it from Marion Square. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above. The Grantee shall be permitted to stand in the area immediately adjacent to Space No. 15 while conducting business therefrom. No generator, electricity or open flames shall be used within Space No 15. The Grantor reserves the right to relocate Space Number 15 within Marion Square in its sole discretion.

**D.** Vendor Space Number 15 shall not be available to any other licensed vendor on a first-come, first-serve basis.

**E.** With respect to Vendor Space Number 15, in addition to the permitted Hours of Operation set forth in Section 11 herein, Grantee of Vendor Space Number 15 shall be permitted to use Vendor Space Number 15 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Charleston Farmers Market and any other special event at Marion Square sponsored by the City of Charleston.

**6. Term:**

The term of this Franchise Agreement shall be for a period of one (1) year commencing **August 21, 2017, and ending August 20, 2017.**

**7. Franchise Fee:**

As and for the right to utilize the Vendor Space pursuant to the terms of this Franchise Agreement, and as a Franchise Fee therefor, the Grantee shall pay unto the Grantor the sum of \$\_\_\_\_\_ in the form of certified funds with at least one-half (50%) of said sum being due and payable to the Grantor at the Office of the Deputy Corporation Counsel upon the execution of this Franchise Agreement on **July 3 - 7, 2017**, and the final one-half (50%) of said sum in like form being due and payable at the office of the Office of Deputy Corporation Counsel on or before **November 17, 2017.**

**8. Business License/Street Vendor Permit:**

Notwithstanding the payment of the Franchise Fee as set forth in Paragraph 7, the Grantee shall, throughout the term of this Franchise Agreement, maintain a current City of Charleston business license and approved criminal background check in accordance with § 17-95 of the *Code of the City of Charleston* with the Grantor. In addition to the requirements set forth in § 17-95 of the *Code of the City of Charleston*, Grantee shall submit a copy of his or her birth certificate and, if applicable, a Court Order amending his or her birth name as it appears on his or her birth certificate to the City prior to the criminal background check of the Grantee being processed by the Charleston Police Department. Failure by the Grantee to receive an approved criminal background check in accordance with this Paragraph shall constitute grounds for Grantor not approving the Franchise Agreement or immediately terminating the Franchise Agreement with the Grantee at no cost to the Grantor. No employee of a Grantee shall operate in the Vendor Space pursuant to this Franchise Agreement unless the employee has received an approved criminal background check in accordance with the provisions of this Paragraph and provided same to the Grantor.

**9. Public Liability Insurance:**

As a condition of this Franchise Agreement, the Grantee shall acquire and maintain, throughout the term of this Franchise Agreement, public liability insurance insuring against personal injury, death and property damage arising out of Grantee use of the Vendor Space with minimum limits of \$300,000.00 per person, \$600,000.00 per

occurrence and \$300,000.00 for property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified in writing at least ten (10) days in advance of any cancellation of or change in the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Franchise Agreement and during the term of the Franchise Agreement as requested by the Grantor. Notwithstanding this requirement for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims, losses, damages, judgments and expenses, including attorney's fees, that may arise or be alleged to have arisen as a result of the Grantee utilizing the Vendor Space which is the subject of this Franchise Agreement.

**10. Health Regulations:**

The Grantee shall, throughout the term of this Franchise Agreement, comply with any and all applicable rules and regulations as may be promulgated by the South Carolina Health Department ("SCDHEC") pertaining to the public sale or dispensing of food or drink.

**11. Hours of Operation:**

Unless otherwise specified herein, the Grantee shall be entitled to the exclusive use of the Vendor Space from 7:00 a.m. to 7:00 p.m. on a daily basis throughout the term of this Franchise Agreement. On any day during the term of this Franchise Agreement that the Grantee is not open for business at the Vendor Space by 11:00 a.m., or, if during any day of the term of this Franchise Agreement the Grantee shall vacate the Vendor

Space prior to 7:00 p.m., then the Vendor Space, excluding Vendor Spaces Number 4, 14 and 15, shall be available to any other licensed vendor who may occupy the Vendor Space for the remainder of the day. Notwithstanding the foregoing, the Vendor Space shall not be available to any other licensed vendor on a first come first serve basis for any day during the term of this Franchise Agreement before 11:00 a.m. even if the Vendor Space is vacant at any time before 11:00 a.m.; provided, however, in the event that the Grantor shall require the use of the Vendor Space for a Grantor-sponsored event, the Grantor shall provide an alternative space to Grantee for vending during said event at no cost to the Grantor. Also, in the event that construction or a special event is occurring in the vicinity of the Vendor Space, the Grantor shall be able to relocate the Vendor Space to an adjacent area approved by the Grantor that is not impacted by the construction or special event until construction or the special event is concluded.

**12. Maintenance of Vendor Space:**

The Grantee shall, on a daily basis, remove any and all vending apparatus from the Vendor Space(s) at the end of the day or during any time that the Vendor Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Vendor Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Vendor Space, as well as any and all areas within forty (40) feet of the perimeter of the Vendor Space.



**13. Meter Feeding/Encroachment:**

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Vendor Space. Meter feeding by the Grantee or any of its employees or agents is expressly prohibited.

**14. Recyclable Materials:**

The Grantee shall utilize recyclable or biodegradable containers and/or materials in the sale of food or drink at the Vendor Space.

**15. Assignment/Subletting:**

The Grantee shall not, under any circumstances, assign or sublet, enter into a partnership agreement or any other agreement regarding any of its rights to the Vendor Space or any of its rights under this Franchise Agreement to any other person, firm or entity. In addition to the prohibition against assignment or subletting of the Vendor Space, Grantee shall be prohibited from allowing any individual to occupy and operate from the Vendor Space unless such individual is an employee of the Grantee. The Grantor shall have the right to inspect Grantee's books and other documents to verify the employment status of any individual occupying and/or operating within the Vendor Space with the permission of the Grantee. In the event Grantor is unable to verify that such individual occupying and/or operating within the Vendor Space is a bona fide employee of Grantee, this Franchise Agreement may be terminated at no cost to the Grantor.

**16. Conduct:**

The Grantee shall be responsible for the conduct of the Grantee and its employees and shall see that, at all times, Grantee and its employees maintain a courteous demeanor to their customers and other members of the public. No hawking of or screaming at potential customers shall be permitted. The Grantee shall also be responsible for ensuring that Grantee and his employees are appropriately dressed while conducting Grantee's business in the Vendor Space. Failure of the Grantee to fulfill this requirement shall be immediate grounds for termination of this Franchise Agreement at no cost to the Grantor.

**17. Suspension/Termination:**

In addition to all other rights and powers pertaining to the Grantor by virtue of this Franchise Agreement or otherwise, the Grantor reserves the right to suspend or terminate this Franchise Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) violates any provision of this Franchise Agreement or any rule, order or determination of the Grantor made pursuant to this Franchise Agreement;

(2) violates the provisions of Chapter 7, §§ 17-91, 17-92, or 17-121 of the *Code of the City of Charleston*.

(3) becomes insolvent, unable or unwilling to pay his debts or is adjudged a bankrupt;

(4) misrepresents his income for purposes of a business license;

(5) is convicted of a crime of moral turpitude;

(6) harasses or in any way interferes with other vendors operating within the City of Charleston;

(7) attempts to evade any of the provisions of this Franchise Agreement or practices any fraud or deceit upon the Grantor;

(8) repeatedly engages in conduct that is rude or disruptive to the public order;

(9) fails to pay the Franchise Fee as provided herein when due;

Or

(10) fails to pay any outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston.

In the event that the Grantor seeks to suspend or terminate this Franchise Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation no later than fifteen (15) days after Grantee receives notice of such suspension or termination or as soon thereafter as practicable. In the event of such suspension or termination, there shall be no refund to the Grantee of any portion of the Franchise Fee.

In the event that this Franchise Agreement is terminated due to Grantee's failure to pay the remaining balance of the Franchise Fee by **November 17, 2017**, or if Grantee

is delinquent in the payment of the City of Charleston's current and/or prior years' Business License fees and/or Hospitality Fees, Grantee shall be prohibited from occupying and operating within the Vendor Space for the remainder of the term of this Franchise Agreement but shall continue to be responsible for the payment of the remaining balance of the Franchise Fee pursuant to this Franchise Agreement. Upon the termination of this Franchise Agreement for Grantee's failure to pay the remaining balance of the Franchise Fee, the Vendor Space shall be become available to any licensed vendor who meets the qualifications of § 17-121 of the *Code of the City of Charleston* on a first come, first serve basis excluding Vendor Space Numbers 4, 14 and 15 which shall not be available to any other licensed vendor on a first-come, first-serve basis. In the event of the termination of this Franchise Agreement due to failure to pay the Franchise Fee of the City of Charleston's current and/or past years' outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston as set forth herein, Grantee shall be prohibited from operating as a street vendor in a vendor space on a first-come, first-serve basis, or as a peddler in accordance with Chapter 17 of the *Code of the City of Charleston* until such time as all delinquent fees are paid in full by Grantee.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Franchise Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston*, including the penalties and/or fines as set forth therein.

**18. Compliance with City Ordinances:**

Notwithstanding this Franchise Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to vending as that term is defined in § 17-92 of the *Code of the City of Charleston*.

**19. Breach of Franchise Agreement by Grantee:**

A breach of this Franchise Agreement, including but not limited to the Grantee's failure to pay all sums when due to the Grantor as provided in this Franchise Agreement, and any City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, in addition to any other remedies as provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Vendor Space and entering into a Franchise Agreement. In the event the Grantee defaults on any term of this Franchise Agreement, including non-payment of the any outstanding Franchise Fees when due, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, the Grantor shall have the right to pursue all legal remedies available at law or in equity against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

If the Grantee is aggrieved by the action of the Grantor as provided herein, the Grantee shall have the right to appeal to the Traffic and Transportation Committee by filing with the City's Clerk of Council a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal shall be filed within fifteen (15)

days after the Grantee receives actual notice of the decision of the Grantor. No Franchise Agreement shall be revoked unless and until seven (7) days' notice of a hearing shall have been given to the Grantee and thereafter, such hearing is duly had thereon by the Traffic and Transportation Committee.

**20. Further Agreement, Waiver by Grantee and Reservation by Grantor:**

The Grantee agrees to abide by all provisions of this Franchise Agreement and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Franchise Agreement are unreasonable, arbitrary or void.

**21. Modifications:**

Any modifications of the provisions of this Franchise Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

**22. Governing Law:**

This Franchise Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day  
and year as aforewritten.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

CITY OF CHARLESTON

By: \_\_\_\_\_  
John J. Tecklenburg, Mayor  
Grantor

\_\_\_\_\_  
Date

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

## Exhibit A

### 2017-2018 Street Vendor Map



This is a detailed street map of the North End neighborhood in Boston, Massachusetts. The map shows a dense grid of streets, including Congress St, Summer St, Race St, and various streets like Ash St, Perry St, and Line St. Numbered locations 1 through 16 are marked with dots. A compass rose and a scale bar (0 to 1,440 feet) are located at the bottom left. The map also shows the waterfront area with streets like Wharfed St and Concord St.

**\*Vender Location #5 Removed Due to Construction**

THE CITY OF CHARLESTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION PROVIDED HEREIN OR DERIVED FROM THIS PRODUCT. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF CHARLESTON EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



THE CITY OF CHARLESTON SHALL ASSUME NO LIABILITY FOR:  
1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE  
INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR  
2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN  
BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR  
DATA FURNISHED HEREUNDER.

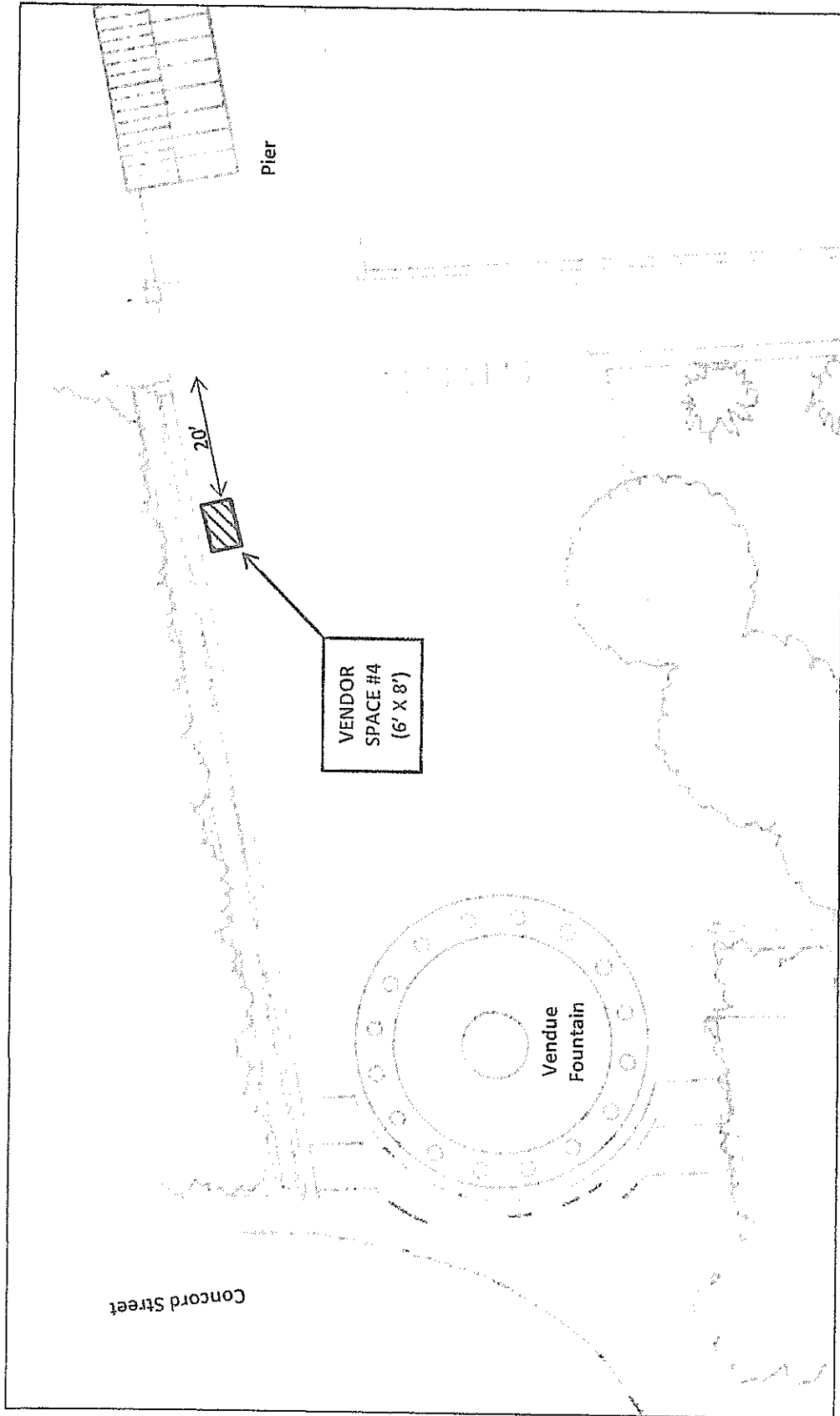
DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit B

2017-2018 Waterfront Park Vendor Map

for

Vendor Space Number 4



**Exhibit B**

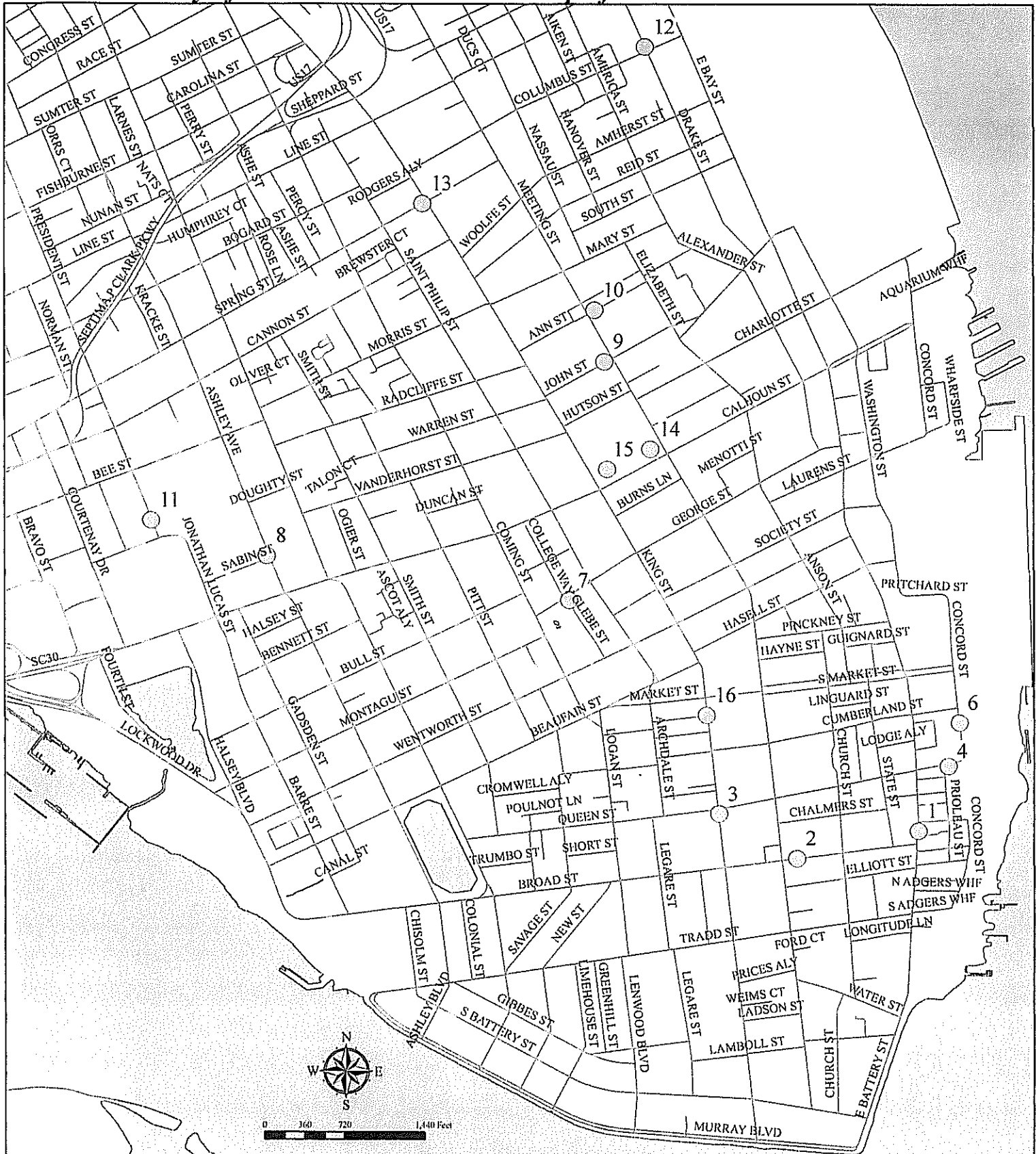
**Waterfront Park - Vendor Locations**  
*Not to Scale*



## Exhibit A

### 2017-2018 Street Vendor Map

# City of Charleston - 2017-2018 Map of Street Vendor Locations



○ - Vendor Locations

- Street

\*Vendor Location #5 Removed Due to Construction

City of Charleston  
Department of Traffic and Transportation

THE CITY OF CHARLESTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION PROVIDED HEREIN OR DERIVED FROM THIS PRODUCT. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF CHARLESTON EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



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2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit B

2017-2018 Waterfront Park Vendor Map

for

Vendor Space Number 4

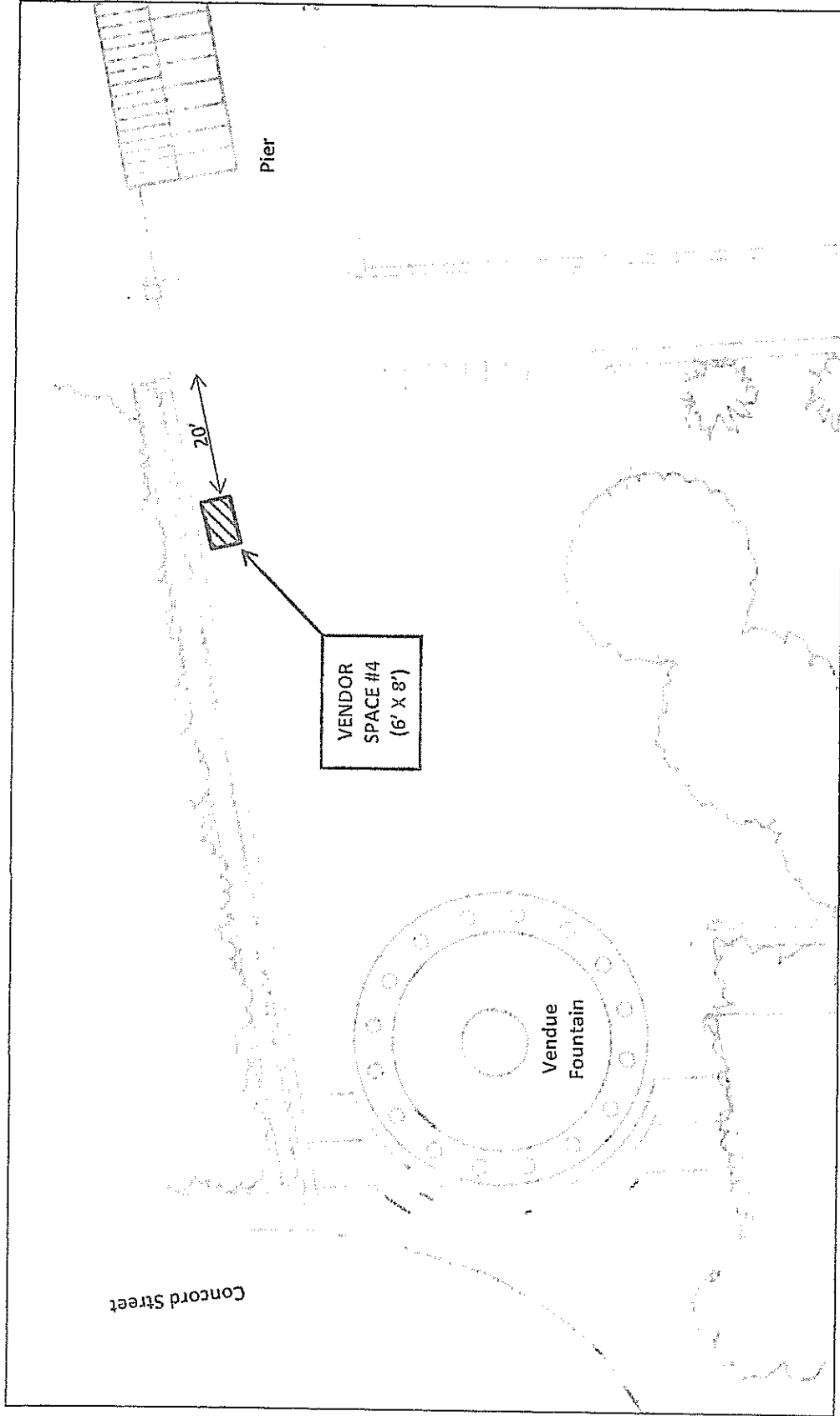


Exhibit B

Waterfront Park - Vendor Locations  
*Not to Scale*

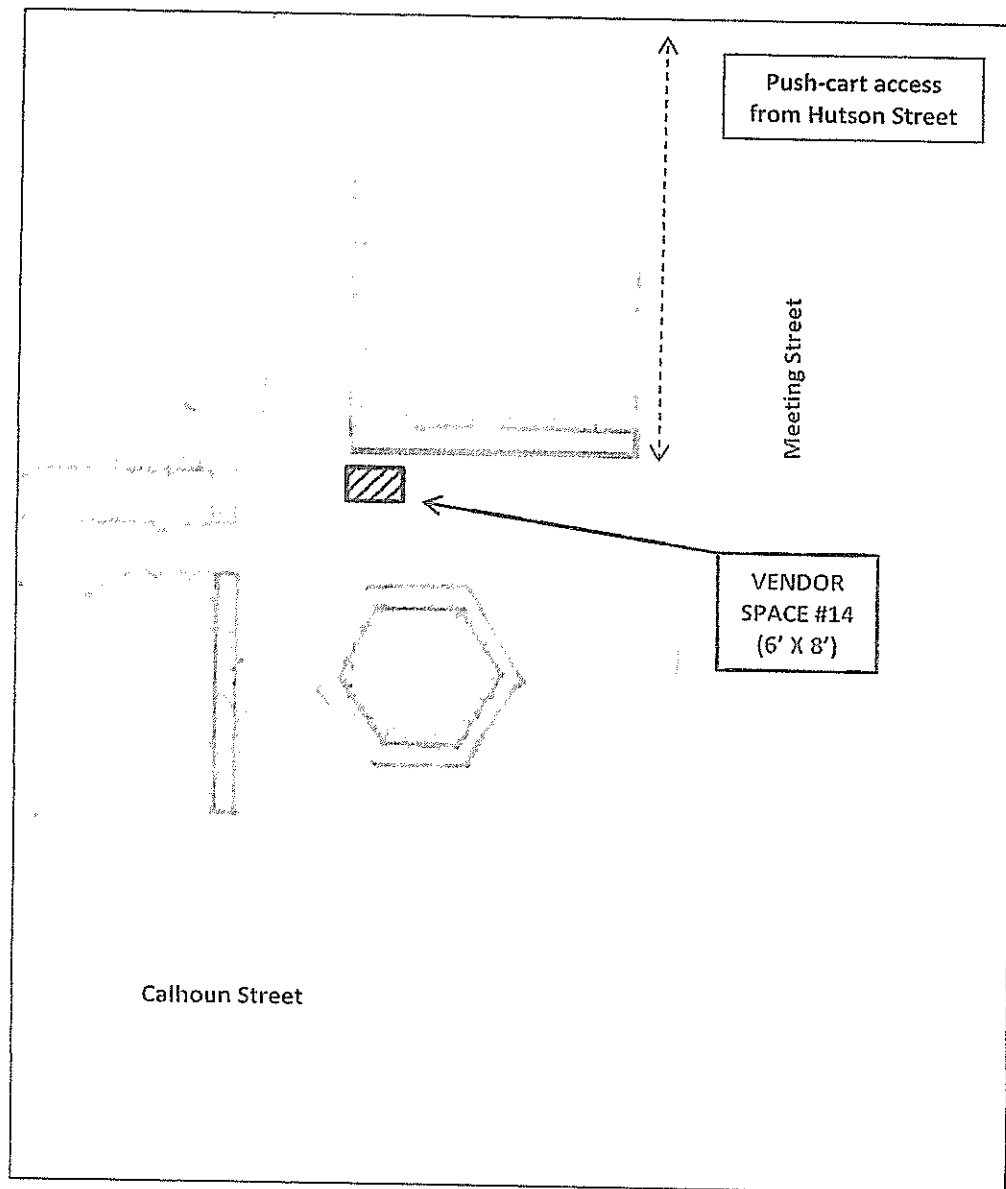
Exhibit C

2017-2018 Marion Square Vendor Map

for

Vendor Space Number 14





Marion Square - Vendor Location (#14)

Exhibit C

*Not to Scale*



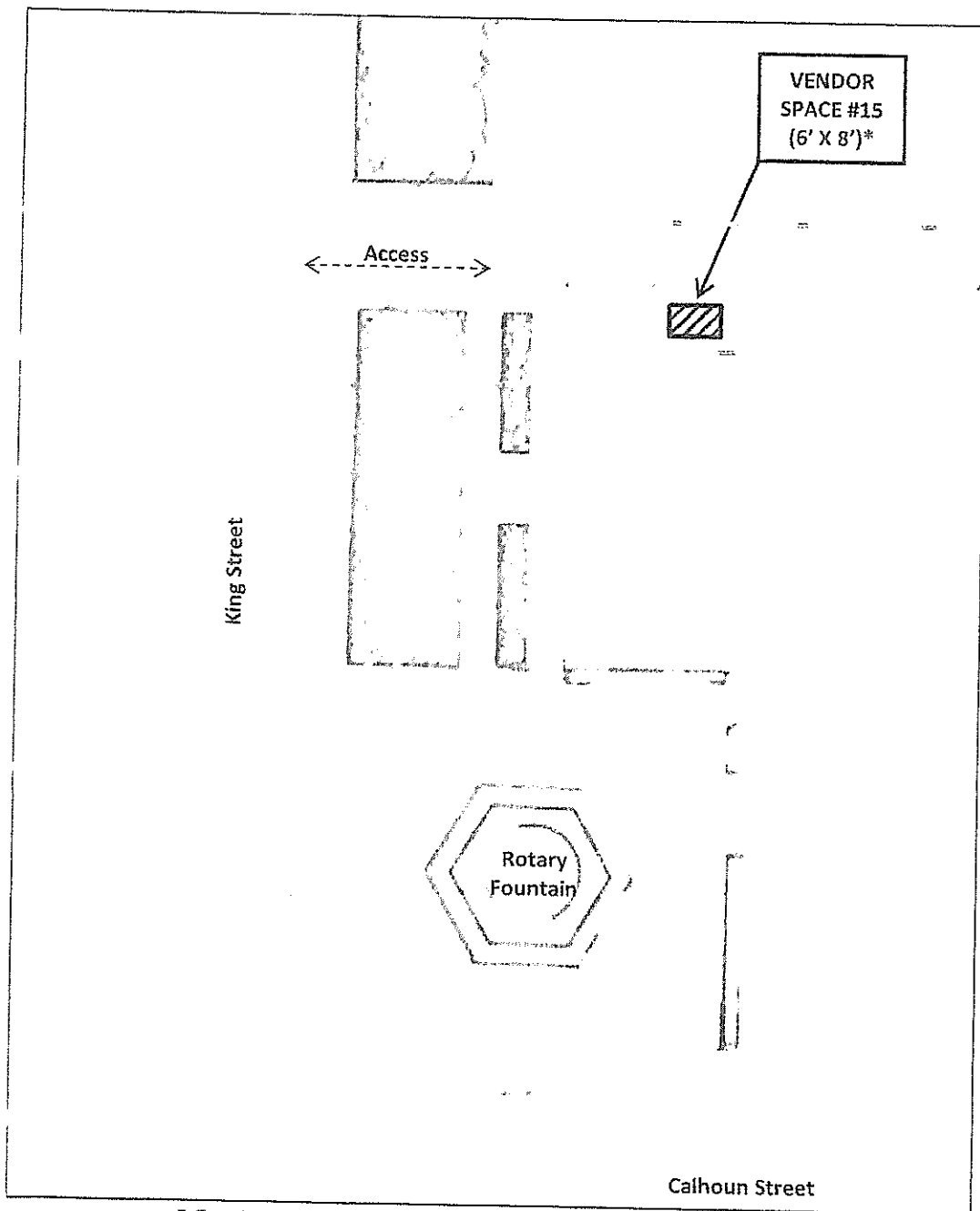
NOTE: Vendor space will be 6' x 8'.

Exhibit D

2017-2018 Marion Square Vendor Map

for

Vendor Space Number 15



Marion Square - Vendor Location (#15)

Exhibit D

*Not to Scale*



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )

## TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CENTEX HOMES, a Nevada  
general partnership ("Grantor") in the state aforesaid, for and in consideration of the sum of  
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before  
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby  
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,  
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and  
 assigns, forever, the following described property which is granted, bargained, sold and released  
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,  
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston  
 State of South Carolina, identified as (list street names) Carolina Bay Phase 21B  
(Conservancy Lane, Bethel Way, Doubletree Court, and Willet Way)

as shown and designated on a plat entitled FINAL PLAT SHOWING THE SUBDIVISION OF  
TMS NO. 307-00-00-009 (16.474 AC) TO CREATE CAROLINA BAY PHASE 21B  
CONTAINING 64 LOTS (11.436 AC), RIGHT OF WAYS (3.538 AC), AND H.O.A AREAS  
(1.500 AC) PROPERTY OF CENTEX HOMES LOCATED IN THE CITY OF CHARLESTON,  
CHARLESTON COUNTY, SOUTH CAROLINA."

prepared by HLA, Inc.,  
 dated 02/02/2017, revised \_\_\_\_\_, and recorded on \_\_\_\_\_,  
 in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the \_\_\_\_\_ Office for \_\_\_\_\_ County.  
 Said property butting and bounding, measuring and containing, and having such courses and  
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and  
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the  
The Charleston Company dated April 17, 2014 and recorded  
April 22, 2014 in Book 0400 at Page 532 in the RMC Office for  
Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston  
 Department of Public Service  
 Engineering Division  
 2 George Street  
 Suite 2100  
 Charleston, South Carolina 29401

Portion of TMS No.:

307-00-00-009

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 28th day of March 2017.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Witness Number One

Scott Utsey  
Printed Name

Graham Hawkins  
Witness Number Two

Graham Hawkins  
Printed Name

CENTEX HOMES, a Nevada general partnership  
Grantor

Signature of Grantor

Matthew Raines  
Printed Name Its Division Vice President

\*\*\*\*\*

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Raines, the Division Vice President of CENTEX HOMES, a Nevada general partnership, on behalf of the Grantor on the 28th day of March, 2017.

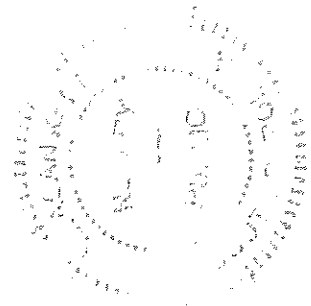
Signature of Notary: Meagan Kuhn

Print Name of Notary: Meagan Kuhn

Notary Public for South Carolina

My Commission Expires: 09-14-2025

SEAL OF NOTARY



STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

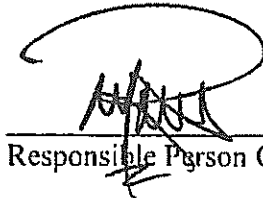
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CENTEX HOMES, a Nevada general partnership  
to City of Charleston on \_\_\_\_\_.
3. Check one of the following: The deed is
  - (A) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): conveyance to governmental entity (explanation required)  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) ☒ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES \_\_\_ or NO \_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

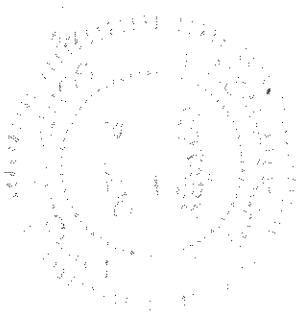
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \_\_\_\_\_.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Division Vice President.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

Matthew Raines, Division Vice President  
Print or Type Name Here

Sworn this 28th day of March 2017  
Meagan Kuhn  
Notary Public for South Carolina  
My Commission Expires: 09-14-, 2025









STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF CHARLESTON )

EXCLUSIVE STORM  
WATER DRAINAGE  
EASEMENTS  
CITY OF CHARLESTON

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and CENTEX HOMES, a Nevada general partnership (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of \_\_\_\_\_ property identified by and designated as Charleston County tax map number 307-00-00-009 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of \_\_\_\_\_ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 307-00-00-009 (16.474 AC) TO CREATE CAROLINA BAY PHASE 21B CONTAINING 64 LOTS (11.436 AC), RIGHT OF WAYS (3.538 AC), AND H.O.A AREAS (1.500 AC) PROPERTY OF CENTEX HOMES LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA."

Prepared and executed by HLA, Inc. dated 2/2/2017,  
revised on \_\_\_\_\_, and recorded on \_\_\_\_\_ in Plat  
Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston, South Carolina (herein the "Plat").  
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat. reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness  
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER: CENTEX HOMES, a Nevada general partnership

Name: Matthew Raines  
Its: Division Vice President

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Raines, the Division Vice President of CENTEX HOMES, a Nevada general partnership, on behalf of the Owner on March 28, 2017

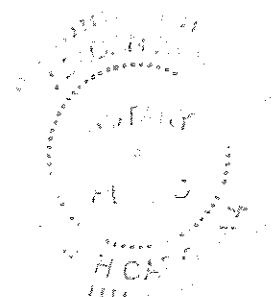
Signature: Meagan Kuhn

Print Name of Notary: Meagan Kuhn

Notary Public for South Carolina

My Commission Expires: 09-14-2025

SEAL OF NOTARY



# WALFA

GRAPHIC SCALE



BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON HEREBY DEEDGATE ALL RIGHTS, ROAD RIGHTS-OF-WAY AND EASEMENTS IN THE USE OF THE PUBLIC FOREVER

576041 X21233 MILITARY/NAVY/ARMY

06-05-2007 13:09:00

[illegible]

## REFERENCES

- [illegible]

## Session

- [illegible]

TOTAL LOTS = 64  
 - SMALLST LOT = LOT 155 = 6.252 SF  
 - LARGEST LOT = LOT 159 = 14.117 SF

Figure 1. The effect of the concentration of the polymer on the gelation time of the epoxy resin.



REB: STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SURVEY SHOWS THE

MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS FOR THE PRACTICE OF THE PROFESSION OF ENGINEERING IN THE STATE OF CALIFORNIA.

388 3RD ST NE, SUITE 200, ALBUQUERQUE, NM 87102

INVESTIGATION OF THE PROTECTIVE ACTION OF

20

08-6, 57405 APPROX 0 CTR



J4(c)

STATE OF SOUTH CAROLINA     )  
                                                   )  
COUNTY OF BERKELEY         )                   QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that the City of Charleston, a South Carolina municipal corporation ("Grantor"), in the State aforesaid, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand paid at and before the sealing and delivery of these presents by DIEC II, LLC, a South Carolina limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the Grantee, its successors and assigns, all of its right, title and interest in and to the following described real property, to wit:

ALL that certain piece or parcel of land, situate, lying and being on Fairchild Street, Daniel Island, County of Berkeley, State of South Carolina, shown and designated as "RCP 1, 4,899 sq. ft., 0.112 acres conveyed to Parcel 1" on a plat prepared by John T. Byrnes, III, SCPLS, entitled "A FINAL SUBDIVISION AND PROPERTY LINE ADJUSTMENT PLAT OF TMS 275-00-00-260 – DANIEL ISLAND – FAIRCHILD STREET, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina" dated April 27, 2015, and duly recorded at the Berkeley County R.O.D. Office in Plat Cabinet S, at Page 85i; said parcel containing such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

To be combined with T.M.S. No. 275-00-00-132

-ALSO-

ALL that certain piece or parcel of land, situate, lying and being on Fairchild Street, Daniel Island, County of Berkeley, State of South Carolina, shown and designated as "RCP 3, 111 sq. ft., 0.003 acres conveyed to Parcel 2" on a plat prepared by John T. Byrnes, III, SCPLS, entitled "A FINAL SUBDIVISION AND PROPERTY LINE ADJUSTMENT PLAT OF TMS 275-00-00-260 – DANIEL ISLAND – FAIRCHILD STREET, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina" dated April 27, 2015, and duly recorded at the Berkeley County R.O.D. Office in Plat Cabinet S, at Page 85i; said parcel containing such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

To be combined with T.M.S. No. 275-00-00-\_\_\_\_

SUBJECT TO ALL APPLICABLE EASEMENTS AND RESTRICTIONS OF RECORD.

BEING a portion of the same property conveyed to the Grantor by deed of the Daniel Island Company, Inc. dated November 30, 1999, at duly recorded at the Berkeley County R.O.D. Office on December 2, 1999, in Book 1801, at Page 0259.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns forever, so that neither the Grantor, nor its successors, nor any other person or persons claiming under them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, by and through the undersigned agent, this \_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

The City of Charleston

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
                                          )    ACKNOWLEDGMENT  
COUNTY OF CHARLESTON    )

I, a Notary Public for the State of South Carolina, hereby certify that the above named Grantor, by and through the above named agent, personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_(SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires:\_\_\_\_\_



**AFFIDAVIT**

1. I have read the information on this Affidavit and I understand such information.
2. The property located on Fairchild Street, Daniel Island, SC, being a part of County Tax Map No. 275-00-00-132, is being transferred by The City of Charleston to DIEC II, LLC on \_\_\_\_\_, 2016.
3. Check one of the following: The Deed is (check one of the following)
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) x EXEMPT from the deed recording fee because (exemption # 1) (Explanation if required: Quit-claim Deed)

(If exempt, please skip items 4-6, and go to item 8 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The Deed Recording Fee is computed as follows:
  - (a) \_\_\_\_\_ the amount listed in item 4 above
  - (b) \_\_\_\_\_ the amount listed in item 5 above
  - (c) \_\_\_\_\_ Subtract Line 6(b) from Line 6(a) and place the result.
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ \_\_\_\_\_.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: \_\_\_\_\_.
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

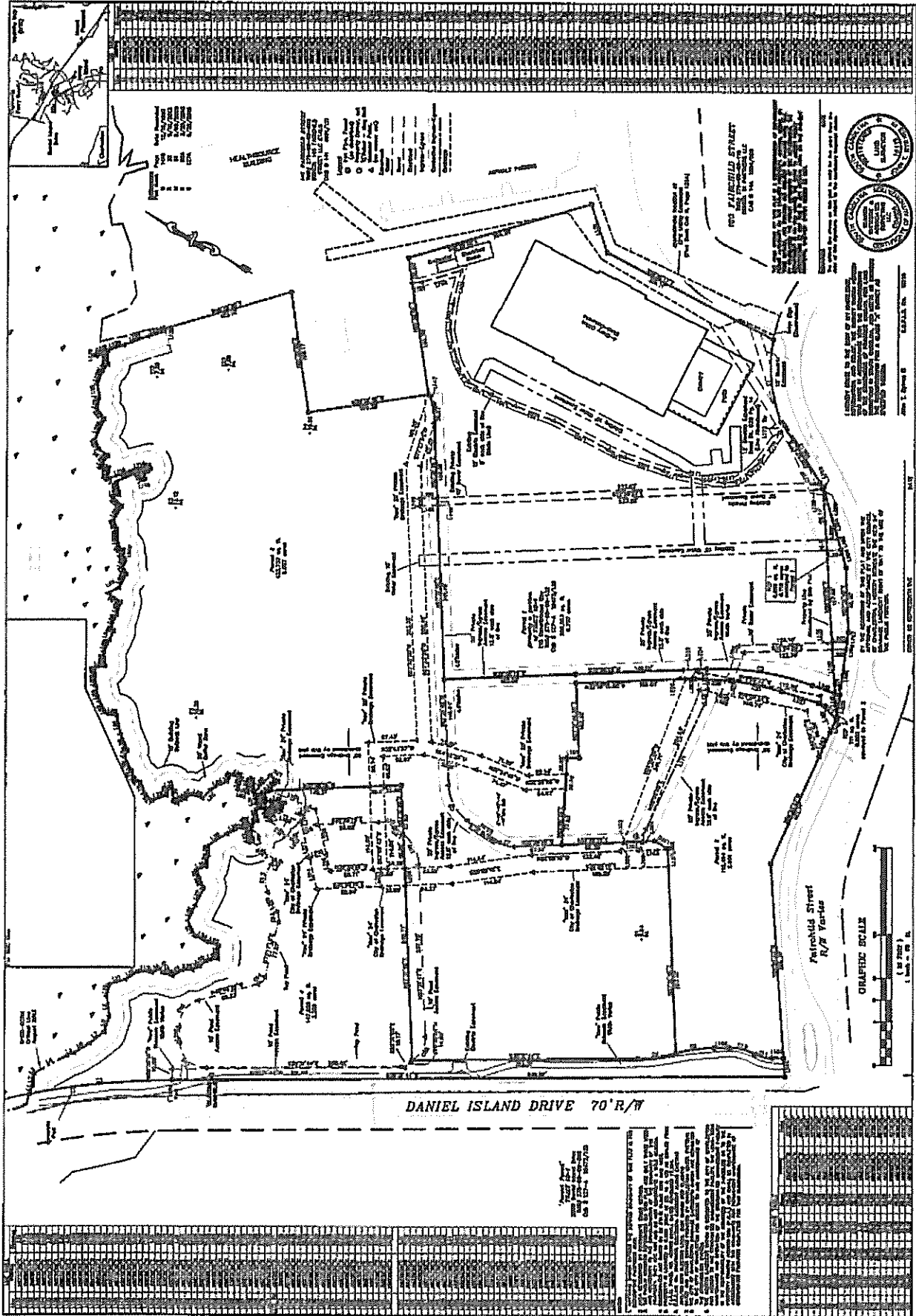
Print or Type Name Here

DATE: 07/20/2017	BY: J. L. GIBSON
SCALE: 1" = 40'	
PROJECT: 276-00-00-280	
OWNER: DANCY II LLC	
LOCATION: 276-00-00-280	
REVISIONS:	
NO. 1	DATE: 07/20/2017

**A FINAL SUBDIVISION AND  
PROPERTY LINE ADJUSTMENT PLAT OF  
OWNED BY DANCY II LLC  
LOCATED IN THE CITY OF CHARLESTON  
BERKELEY COUNTY, SOUTH CAROLINA**

**SMA**  
SURVEYING  
1025-B Jenkins Road  
Charleston, SC 29407  
(843) 785-0330

NO.	DATE	DESCRIPTION
1	07-20-17	Final Plat
2	07-20-17	Final Plat
3	07-20-17	Final Plat
4	07-20-17	Final Plat
5	07-20-17	Final Plat
6	07-20-17	Final Plat
7	07-20-17	Final Plat
8	07-20-17	Final Plat
9	07-20-17	Final Plat
10	07-20-17	Final Plat
11	07-20-17	Final Plat
12	07-20-17	Final Plat
13	07-20-17	Final Plat
14	07-20-17	Final Plat
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41	07-20-17	Final Plat
42	07-20-17	Final Plat
43	07-20-17	Final Plat
44	07-20-17	Final Plat
45	07-20-17	Final Plat
46	07-20-17	Final Plat
47	07-20-17	Final Plat
48	07-20-17	Final Plat
49	07-20-17	Final Plat
50	07-20-17	Final Plat



21.)



Ratification  
Number \_\_\_\_\_

## AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT BEES FERRY ROAD AND HUGHES ROAD (WEST ASHLEY) (APPROXIMATELY 12.439 ACRES) (TMS #287-00-00-054 AND 287-00-00-347) (COUNCIL DISTRICT 5), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY THE HEIRS OF PHILLIS WASHINGTON.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

Bees Ferry Road and Hughes Road (West Ashley) (approx. 12.439 acres) (TMS #287-00-00-054 and 287-00-00-347)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_  
in the \_\_\_\_\_ Year of Our Lord  
\_\_\_\_\_, in the \_\_\_\_\_ Year of Independence  
of the United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor, City of Charleston

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

## Zoning

Bees Ferry & Hughes Rd  
(West Ashley)

TMS# 2870000054 & 347

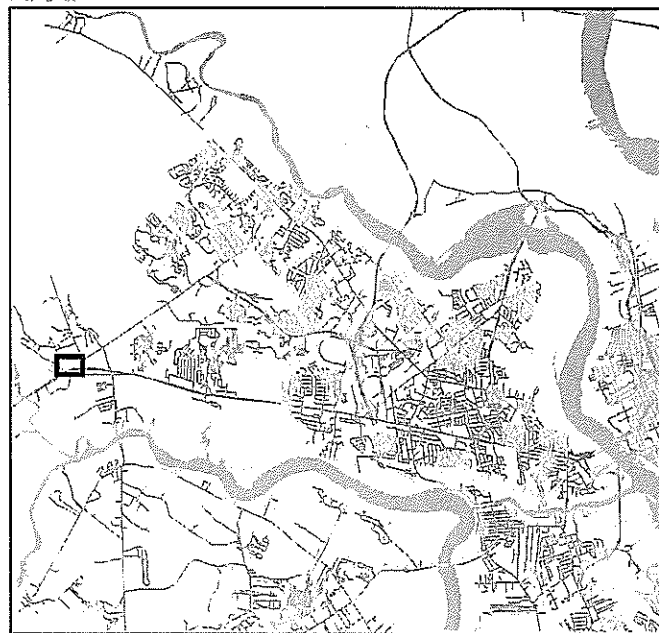
approx. 12.439 ac.

Request zoning of Single-Family Residential (SR-1).

Zoned Single-Family Residential (R-4)  
in Charleston County.

Owner: Heirs of Phillis Washington

Area



Location

